



CRATER RESOURCES SUPERFUND SITE
INSTITUTIONAL CONTROLS (ICs) IMPLEMENTATION
AND
ASSURANCE PLAN



CRATER RESOURCES SUPERFUND SITE

INSTITUTIONAL CONTROLS (ICs) IMPLEMENTATION AND ASSURANCE PLAN

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1.0 INTRODUCTION

1.1 PURPOSE

The United States Environmental Protection Agency (USEPA) issued a Unilateral Administrative Order (Order) on April 30, 2001, to Beazer East, Inc, Crater Resources, Inc., Each Parcel As Is, Inc., Gulph Mills Golf Club, Inc., Keystone Coke Company, Inc., R-T Option Corporation, and Vesper Corporation (Respondents), which requires the Respondents named in that Order to prepare a Remedial Design and implement a Remedial Action in accordance with the selected remedy described in the Record of Decision (ROD) for the Crater Resources Superfund Site (Site). The Order also required Liberty Property Limited Partnership and Liberty Property Trust (collectively, “Liberty”) to undertake certain actions, however, Liberty’s obligations thereunder were subsequently superseded and terminated pursuant to the Consent Decree entered on January 25, 2008, by the United States District Court for the Eastern District of Pennsylvania in the matter of *United States v. Liberty Property Limited Partnership and Liberty Property Trust*, Civil Action No. 2:07-cv-05119 (the “Consent Decree”). Liberty’s obligations at the Site, including any institutional controls, are now governed by the Consent Decree. The purpose of this Institutional Controls Work Plan is twofold:

1. To identify the institutional controls that will be necessary to meet the requirements of the ROD and the Order.
2. To provide USEPA and Pennsylvania Department of Environmental Protection (PADEP) with a plan and schedule of activities to be performed by the Respondents to obtain the institutional controls necessary to meet the requirements of the ROD and the Order.
3. To review the institutional controls already implemented, or to be implemented, by Liberty under the Consent Decree.

Institutional controls will be implemented to restrict the use and/or disturbance of on-site soil,



sediment, surface water and groundwater at the Site, except as required for implementation of the remedy, in order to reduce the potential for human exposure to contamination. Institutional controls (e.g., local ordinances, easements and covenants, title notices and land use restrictions) will be established in order to prevent any disturbance of the covered areas once installed, as well as to preclude the installation of any potable wells in the aquifer containing trace residuals and surrounding areas. In addition, access agreements in connection with adjacent property owners may be required to perform groundwater monitoring.

1.2 ORGANIZATION

1.2.1 Participating Parties

Several parties will be involved in obtaining and or granting institutional controls at the Site, as described below:

- The Crater Resources Cooperating Respondent Group (Group) consists of the following parties: Keystone Coke Company, Vesper Corporation and Beazer East Inc. The Group is responsible for establishing or arranging for the establishment of institutional controls necessary to reduce the potential for human exposure to contamination associated with Quarries 1, 2 and 3, groundwater beneath the Site, portions of the former off-site waste ammonia liquor (WAL) pipeline, and Area 6.
- RAGM Holding Company (RAGM) is a holding company that now owns Crater Resources, Inc., Haploid Corporation, Swedeland Road Corporation, RAGM Settlement Corporation, R-T Option Corporation, Out Parcels, Inc. and Each Parcel As Is, Inc. RAGM is also the administrator of the Renaissance at Gulph Mills Protective Covenants governing design and development of the corporate park.



- Gulph Mills Golf Club (GMGC) is the owner of the adjacent golf course, which includes a portion of Quarry 3, and a portion of Quarry 4.
- O'Neill Properties Group is a property development company that has begun development on three properties at the site. They will cooperate with the Group to establish the necessary institutional controls associated with capping Quarries 1 and 2, under current arrangements with the Group.
- Renaissance Land Associates, L.P., Renaissance Land Associates II, L.P., and Renaissance Land Associates III, L.P. are the owners of the properties being developed by O'Neill Properties Group. O'Neill Properties Group, Renaissance Land Associates, L.P., Renaissance Land Associates II, L.P., and Renaissance Land Associates III, L.P. are collectively referred to as O'Neill throughout this document.
- Liberty owns and has developed several properties along Renaissance Boulevard that are subject to institutional controls already implemented pursuant to the Consent Decree. The Consent Decree also requires the implementation of institutional controls, if necessary, associated with Quarry 4.
- Upper Merion Township is the local municipal government and is responsible for regulating land development, land use and installation of groundwater wells.
- The U. S. Environmental Protection Agency (USEPA) is the primary regulatory authority for this Site and will provide regulatory support to the Group in their efforts to obtain easements and record deed restrictions.



- The Pennsylvania Department of Environmental Protection (PADEP) is the state regulatory authority for this Site and will provide regulatory support to the Group in their efforts to meet the necessary permit requirements.

1.2.2 Statement of Need

The implementation of institutional controls as part of the Operable Unit remedies are needed to restrict the use and/or disturbance of onsite soil and groundwater in order to reduce the potential for human exposure to contamination. These institutional controls will require implementation for the performance of Operation and Maintenance activities for several Operable Units. The institutional controls which have been identified for implementation for each Operable Unit (OU) are discussed in the following sections. The implementation of these institutional controls was initiated during the Remedial Design and will proceed until completion.

1.2.3 Property Identification

There are numerous individual properties involved in the implementation of this plan. Some properties discussed in this Plan are not within the Crater Resources Superfund Site but are included in this plan because there are institutional controls associated with the property, which are generally access agreements. Many of these properties have been referred to by different titles throughout the duration of the project. To assist in minimizing confusion, properties will be referred to by their current street address whenever possible. For additional clarity, Table 1 provides the Address, Tax Parcel ID#, Tax Map ID# and current owner, along with the associated Operable Unit(s), for each parcel discussed in this report.



2.0 QUARRIES 1 & 2 (OU-1 AND OU-2)

2.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-1 and OU-2 consist of Quarries 1 and 2 respectively. The boundaries of OU-1 and OU-2 are shown on Figure 1 and generally coincide with the boundaries of Quarries 1 and 2. The remedy presented in the Record of Decision for these areas is the construction of a multi-layer cover over both quarries to prevent infiltration of surface water into the contaminated soils. The implementation of land use controls and access agreements are needed within the limit of each cover to restrict future development, uncontrolled excavations, utility installations, etc. Specific controls that are required are listed below:

- Deed notice identifying the presence of the quarries and associated contamination.
- Deed restriction requiring notification of, and approval by, the Group if disturbance of the cover is to occur, including repair and maintenance work.
- Deed restriction prohibiting construction of structures, other than surface paving and associated utilities, on the cover unless approved by the Group and USEPA.
- Deed restriction prohibiting residential use of the property.
- Zoning ordinances designating the property for non-residential uses.
- Perpetual Maintenance Agreement stipulating that the current and future land owners will perform all maintenance activities required for the cover.



- Access agreements to allow the Group to inspect remedial activities during construction.
- Access agreements to allow the Group to inspect the cover during the long term monitoring period and to repair the cover, if the current or future land owners fail to make necessary repairs.
- ICs requiring vapor intrusion mitigation systems may be required, pending assessments of the existing buildings.

These institutional controls will reduce/eliminate the risk of exposure by creating a permanent physical barrier between the waste and any potential receptors. In addition these controls provide a means to ensure the integrity of this barrier through inspections during construction, regular maintenance, post construction inspections, restrictions on future intrusive construction activities and future use of the property.

2.2 PROPERTIES INVOLVED

The properties associated with Quarry 1 (OU-1) and Quarry 2 (OU-2) are shown on Figure 1 and are designated as the “O’Neill” parcels. Quarry 1 is located on Tax Parcel ID# 58-00-15956-00-4, 15956-00-5 and 15956-00-6. Quarry 2 is located on Tax Parcel ID# 58-00-15956-10-5.

2.3 PARTIES INVOLVED

The parties involved in implementing these institutional controls are the Group, O’Neill, RAGM and Upper Merion Township.



O'Neill has prepared and will record the necessary deed notices, deed restrictions, maintenance agreements and access easements. The Group will monitor and enforce the maintenance of the agreements. Upper Merion Township will allow public comment if the current zoning is proposed to be changed and the Group will provide justification for maintaining a non-residential use. RAGM will maintain and enforce the previously established Protective Covenants for the corporate park.

2.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for these OUs.

- The Upper Merion Zoning Ordinance indicates that this property is zoned as SM-1 Suburban Metropolitan District which does not permit residential use. A copy of the current zoning ordinance is provided in Appendix A1.
- The Protective Covenants established for Renaissance at Gulph Mills recorded November 6, 1992 in Book 5023, Page 2017 does not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres and only if approved by the developer. To date, no parcels have been approved for mixed use and there are no parcels greater than 20 acres that are undeveloped. A copy of the pertinent sections of the Protective Covenant is provided in Appendix A2.
- The Group and O'Neill have entered into an agreement that requires the current and future land owners to perform all future maintenance activities required for the cover and provides access to the Group to inspect remedial activities during construction, to inspect the cover during the long term monitoring period, to repair the cover if the owner fails to make necessary repairs. A copy of the agreement is provided in Appendix A3.



2.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

The following actions will be performed to complete the remaining institutional controls for these OUs.

- O'Neill will record a "Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest" at the Recorder of Deeds Office for Montgomery County identifying the presence of the quarries and associated contamination, prohibiting construction of structures, other than surface paving and associated utilities, on the cover unless approved by the Group and USEPA, prohibiting residential use of the property and requiring notification of, and approval by, the Group if disturbance of the cover is to occur, including repair and intrusive maintenance work. A copy of the draft deed notice is attached in Appendix A4.
- O'Neill will implement ICs requiring vapor intrusion mitigation systems, if necessary, pending assessments of the existing buildings.

2.6 SCHEDULE

The Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest described above can be completed by December 31, 2012. The access agreements are already in place.

The institutional controls implemented for these OUs will remain in place in perpetuity. Institutional controls related to long term use of the property will be confirmed by the Group every five years in conjunction with the Five Year Review for the Site.



3.0 QUARRY 3 (OU-3)

3.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-3 consists of Quarry 3. The boundary of OU-3 is shown on Figure 1 and is generally coincident with the rim of Quarry 3 and the top of the earthen dam on the east end of the quarry. The remedy presented in the Record of Decision for this area was the removal of all soils and sediments which contain organic contaminants at concentrations above the soil and sediment cleanup standards listed in the ROD and inorganic contaminants above the background data, excluding mercury. The implementation of land use controls and access agreements are needed within the limit of Quarry 3 to prohibit residential use and to restrict future development, uncontrolled excavations or grade changes or utility installations and to maintain the drainage system.

Specific controls that are anticipated are listed below:

- Zoning ordinances designating the property for non-residential uses.
- Deed restrictions requiring notification of, and approval by, the Group if disturbance of the final surface grades and drainage patterns is to occur, including repair and intrusive maintenance work.
- Deed restrictions prohibiting residential use.
- Deed restrictions prohibiting the installation or use of groundwater wells.
- Access agreements to allow the Group to inspect and maintain drainage features during the long term monitoring period.



- Permanent 50 ft wide access easement to Quarry 3.

The remedial activities performed within Quarry 3 eliminated exposure risks to all non-residential receptors, except future construction workers performing intrusive activities. These institutional controls will reduce/eliminate the risk of exposure to residential receptors and future construction workers by restricting future land use to non-residential uses and controlling future land disturbance.

3.2 PROPERTIES INVOLVED

The properties associated with these institutional controls are shown on Figure 1 and include one O'Neill parcel (Tax Parcel ID# 58-00-15956-10-5), the Crater Resources Inc. parcel (Tax Parcel ID# 58-00-18605-00-3) and the Gulph Mills Golf Club parcel (Tax Parcel ID# 58-00-18604-00-4).

3.3 PARTIES INVOLVED

The parties involved in implementing these institutional controls are the Group, O'Neill, GMGC, RAGM and Upper Merion Township.

The Group is responsible for obtaining, monitoring and enforcing all access and maintenance agreements. O'Neill is responsible for granting access. GMGC is responsible for recording the necessary deed restrictions and granting access to their portion of the Quarry 3 property. RAGM is responsible for recording the necessary deed restrictions, and granting access to, their portion of the Quarry 3 property. Upper Merion Township will allow public comment if the current zoning is proposed to be changed and the Group will provide justification for maintaining a non-residential use.



3.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for this OU.

- The Upper Merion Zoning Ordinance indicates that this property is zoned as SM-1 Suburban Metropolitan District which does not permit residential use. A copy of the current zoning ordinance is provided in Appendix A1.
- The Group and O'Neill have entered into an agreement that provides adequate and reasonable access to the O'Neill property in order to implement any and all response actions with respect to Quarry 3. A copy of the agreement is provided in Appendix A3.
- A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property, prohibiting the installation or use of groundwater wells and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work. A copy of this notice is provided in Appendix A5.
- The Group and RAGM have entered into a settlement agreement and an access agreement to allow the Group to enter the property at all reasonable times for the purpose of taking all actions necessary to perform and/or monitor the Work as set forth in the Administrative Order for Remedial Design and Remedial Action issued by USEPA on April 30, 2001. The Settlement agreement assigns RAGM's rights to a 50 ft. wide access easement from Renaissance Blvd. to Quarry 3 to the Group. A copy of the access agreement is provided in Appendix A6.



- The Group and the GMGC have entered into an access agreement that provides reasonable access to and use of the GMGC property in order to complete any and all remediation on the Site. A copy of the Access agreement is provided in Appendix A7.

3.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

The following actions will be performed to complete the institutional controls for this OU.

- The GMGC will record a deed notice at the Recorder of Deeds Office for Montgomery County identifying the presence of their portion of the quarry, prohibiting residential use of the property and requiring notification of, and approval by, the Group if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work.

3.6 SCHEDULE

The deed notices described above can be completed by December 31, 2012. The access agreements are in place. The institutional controls implemented for this OU will remain in place in perpetuity. Institutional controls related to long term use of the property will be confirmed by the Group every five years in conjunction with the Five Year Review for the Site.



4.0 QUARRY 4 (OU-4)

4.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-4 consists of Quarry 4. The approximate boundaries of OU-4 are shown on Figure 1 and coincide with the limits of Quarry 4. OU-4 is located primarily on Liberty's property at 2201 Renaissance Blvd., and partially on the GMGC property and Lot 44. The remedy presented in the Record of Decision for this area is the construction of a multi-layer cover meeting the requirements of 25 Pa Code §288.234 and 288.236-237 to prevent unacceptable leaching of contaminants from the soils and sediment in and at Quarry 4 into the groundwater. Liberty is implementing a demonstration project to show that OU-4 meets the criteria of 25 Pa Code §288.234(b) for a waiver of the cover and drainage layer requirements.

As described below, Liberty has already implemented institutional controls at 2201 Renaissance Blvd. in accordance with the Consent Decree. The results of the Quarry 4 demonstration project will determine what, if any, additional institutional controls may be required for Quarry 4 in the future.

The existing institutional controls reduce/eliminate the risk of exposure to residential receptors and future construction workers by restricting future land use to non-residential uses and controlling future land disturbance as described below.

4.2 PROPERTIES INVOLVED

The properties associated with these institutional controls are shown on Figure 1 and include the Liberty parcel at 2201 Renaissance Blvd. (Tax Parcel ID # 58-00-15956-05-1), the GMGC parcel (Tax Parcel ID # 58-00-18604-00-4) and Lot 44.



4.3 PARTIES INVOLVED

The parties involved in establishing these institutional controls are Liberty, who is responsible for and has already prepared and recorded EPA-approved deed notices and deed restrictions required by the Consent Decree, and GMGC and RAGM as discussed in Section 4.4 below.

4.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for this OU.

- Liberty recorded a deed notice at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2201 Renaissance Blvd. property, which contains most of Quarry 4. This deed notice identifies the property as part of the Crater Resources Superfund Site, and subjects the property to the use restrictions listed below. A copy of the Deed Notice is provided in Appendix A8.
 - (a) no installation of new groundwater wells or use of existing wells other than to implement the remedy;
 - (b) no use for any residential purposes; and
 - (c) no disturbance of the surface of the land, other than to implement the remedy, without seeking prior written approval by EPA at least 30 days in advance of the disturbance, or such shorter period as is agreed to by EPA, and Liberty's receipt of such approval.

The foregoing use restrictions shall not apply if: (i) required for implementation of the remedial measures under the Consent Decree, (ii) determined by EPA to no longer be necessary, or (iii) with respect to (b) and (c) only, if the property is remediated to levels which EPA determines meet risk-based cleanup criteria permitting unlimited use and unrestricted exposure. The foregoing restrictions (1)



constitute a covenant running with the land and bind any future holders of an interest in the property, (2) cannot be modified except as set forth in the Consent Decree, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of the property.

- A copy of the current Upper Merion Township Zoning Ordinance is provided in Appendix A1, however, because the property already contains a residential use restriction, it is not necessary to rely on the Upper Merion Township Zoning Ordinance.
- Liberty and GMGC have entered into an access agreement that, among other things, requires GMGC to refrain from using the area containing the portion of OU-4 located on GMGC property (the “Access Area”) (i) in any manner that would interfere with or adversely affect the integrity or protectiveness of the response action implemented (by Liberty) pursuant to the Consent Decree, and (ii) for any purpose which might interfere with, obstruct, or disturb the performance, support, or supervision of Liberty’s work, including any operation and maintenance activities taken pursuant to the Consent Decree. In addition, GMGC also agreed to restrict use of the Access Area in the following manner: (iii) not to install or use new ground water wells or any existing ground water wells, and (iv) not to disturb the surface of the Access Area by filling, drilling, excavation, removal of topsoil, rocks, or minerals, or change the topography without at least thirty (30) days’ prior written approval from EPA. A copy of this Access Agreement is provided in Appendix A9.
- As discussed in Sections 6.4, 8.4 and 9.4 below, RAGM recorded a Restrictive Covenant at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying Lot 44 as part of the Crater Resources Superfund Site and subjecting Lot 44 to the use restrictions set forth below. A copy of this deed notice is provided in Appendix A5.



- (a) There shall be no installation or use of new ground water wells or use of any existing ground water wells;
- (b) The land may not be used for any residential purposes, provided that the land may be used for a hotel or motel; and
- (c) There shall be no disturbance of the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change in the topography of the land without at least thirty (30) days prior written approval from EPA.

4.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

As set forth in the EPA-approved Remedial Design Work Plan for the Quarry No. 4 Demonstration Project (6-11-04), the results of the ongoing Quarry 4 Demonstration Project will be used to determine what, if any, further ICs may be required in the future for the quarry. The final remedial design report for Quarry 4 will include, if needed, an institutional control plan for Quarry 4.

4.6 SCHEDULE

A schedule for additional institutional controls, if needed, will be presented in the final remedial design report for Quarry 4. The institutional controls implemented for this OU will remain in place in perpetuity as set forth in the Deed Notice and Restrictive Covenant referenced above. Institutional controls related to long term use of the property will be confirmed by the Group every five years in conjunction with the Five Year Review for the Site.



5.0 FORMER WAL PIPELINE (OU-5)

5.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-5 consists of the former WAL pipeline. The boundary of OU-5 is shown on Figure 1 and consists of a narrow corridor extending from Flint Hill Road to Quarry 1. The Record of Decision required that the entire route of the former WAL pipeline (between the former Alan Wood Steel facility and Quarries 1, 2, and 3) be fully investigated and characterized where there has not been a previous action taken, in order to determine the existence of any contamination along the pipeline route. The alignment of the former pipeline between the former Alan Wood Steel facility and the concrete drainage swale west of Flint Hill Road was previously remediated by Crater Resources PRPs under Pennsylvania's ACT 2 and was not addressed as part of OU-5.

The remaining pipeline alignment from Flint Hill Road to Quarries 1, 2 and 3 was investigated and remediated in several sections. These sections along with the party performing the remedial actions are listed below:

- 3000 Horizon Drive (Liberty)
- Williamsburg Commons/Triad Properties (Group)
- Liberty Pink South Parcel (Liberty) (2300 and 2500 Renaissance Blvd.)
- Liberty Yellow South Parcel (Liberty) (2301 Renaissance Blvd.)
- O'Neill Parcels (O'Neill)

Following remedial activities conducted by Liberty at 3000 Horizon Drive, the remaining soil met risk based criteria, permitting unlimited use/unrestricted exposure of the property; therefore no institutional controls are required on this section.



Following remedial activities at the Williamsburg Commons/Triad Properties Section, the remaining soil met risk based criteria, permitting unrestricted use of the property; therefore no institutional controls are required on this section.

Following remedial activities conducted by Liberty at the Pink South Parcels and Yellow Parcel noted above, the remaining soil met risk based criteria, permitting use of the properties for non-residential purposes; therefore institutional controls restricting the residential use of these properties have been implemented by Liberty as discussed below.

Following remedial activities at the O'Neill Parcels Sections, the remaining soil met risk based criteria, permitting use of the property for non-residential purposes; therefore institutional controls restricting property use are required on this section.

These institutional controls will reduce/eliminate the risk of exposure to residential receptors by restricting future land use to non-residential uses.

5.2 PROPERTIES INVOLVED

The properties associated with the required institutional controls are shown on Figure 1 and include the Liberty Pink South Parcels (2300 Renaissance Blvd., Tax Parcel ID # 58-00-15956-32-1 , and 2500 Renaissance Blvd., Tax Parcel ID# 58-00-15956-31-2), Liberty Yellow South Parcel (2301 Renaissance Blvd., Tax Parcel ID # 58-00-18603-01-4), 2501 Renaissance Blvd. (Tax Parcel ID #58-00-15956-10-5), 2701 Renaissance Blvd. (Tax Parcel ID #s 58-00-15956-04-2 and 58-00-15956-03-3) and 2901 Renaissance Blvd. (Tax Parcel ID #s 58-00-15956-02-4, 58-00-15956-01-5 and 58-00-15956-00-6).



5.3 PARTIES INVOLVED

The parties to be involved in establishing these institutional controls are Upper Merion Township, the Group, RAGM, Liberty and O'Neill.

Liberty is responsible for and has already implemented the necessary institutional controls for 2300, 2500 and 2301 Renaissance Blvd. in accordance with the Consent Decree.

For the remaining portions of OU-5, Upper Merion Township will allow public comment if the current zoning is proposed to be changed and the Group will provide justification for maintaining a non-residential use. RAGM will maintain and enforce the previously established Protective Covenants for the corporate park. O'Neill is responsible for recording the necessary deed restrictions for 2501, 2701 and 2901 Renaissance Blvd.

5.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for this OU.

- The Upper Merion Zoning Ordinance indicates that the properties requiring institutional controls within OU-5 are zoned as SM-1 Suburban Metropolitan District which does not permit residential use. A copy of the current zoning ordinance is provided in Appendix A1.
- The Protective Covenants established for Renaissance at Gulph Mills recorded November 6, 1992 in Book 5023, Page 2017 does not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres and only if approved by the developer. To date, no parcels have been approved for mixed use and there are no parcels greater than 20 acres that are undeveloped. A



copy of the pertinent sections of the Protective Covenant is provided in Appendix A2.

- Liberty recorded deed notices at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2300, 2500 and 2301 Renaissance Blvd. properties. These deed notices identify the properties as part of the Crater Resources Superfund Site and that each property is subject to the use restrictions listed below. Copies of these Deed Notices are provided in Appendix A8.
 - (a) no installation of new groundwater wells or use of existing wells other than to implement the remedy;
 - (b) no use for any residential purposes; and
 - (c) no disturbance of the surface of the land, other than to implement the remedy, without seeking prior written approval by EPA at least 30 days in advance of the disturbance, or such shorter period as is agreed to by EPA, and Liberty's receipt of such approval.

The foregoing use restrictions shall not apply (to the Liberty parcels noted above) if:

- (i) required for implementation of the remedial measures under the Consent Decree,
- (ii) determined by EPA to no longer be necessary, or (iii) with respect to (b) and (c) only, if a particular property(s) is remediated to levels which EPA determines meet risk-based cleanup criteria permitting unlimited use and unrestricted exposure. The foregoing restrictions (1) constitute a covenant running with the land and bind any future holders of an interest in each particular property, (2) cannot be modified except as set forth in the Consent Decree, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of each particular property.



5.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

The following actions will be performed to establish the institutional controls for this OU.

- O'Neill will record a "Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest" at the Recorder of Deeds Office for Montgomery County prohibiting residential use of the property. A copy of the draft deed notice is attached in Appendix A4.

5.6 SCHEDULE

The Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest described above can be completed by December 31, 2012.

The institutional controls implemented for this OU will remain in place in perpetuity as set forth in each institutional control referenced above. Institutional controls related to long term use of the property will be confirmed by the Group every five years in conjunction with the Five Year Review for the Site.



6.0 GROUNDWATER (OU-6)

6.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-6 consists of the groundwater beneath the entire Crater Resources Superfund Site. The remedy presented in the Record of Decision for groundwater is monitored natural attenuation. If natural attenuation does not achieve the remedial goals within 15 years, an alternative groundwater remedy may be required. Therefore, local land use ordinances and covenants between land owners/developers will be implemented to preclude the installation of wells in the contaminated aquifer for groundwater use. Deed restrictions will supplement these controls. In addition, various access agreements are required to monitor the groundwater remedy. These controls will be maintained until it is documented that the groundwater meets the performance standards. Specific controls that are anticipated are listed below:

- Deed restrictions prohibiting groundwater use.
- Access agreements to allow the Group to perform groundwater monitoring.
- Access agreements to allow the Group to install additional groundwater monitoring wells, if necessary.
- Access agreements to allow the Group to install groundwater recovery wells, groundwater treatment systems and associated pipes, if the alternative remedy is required.
- Local and County regulations controlling well installation and groundwater use.

These institutional controls will reduce/eliminate the risk of exposure by eliminating the pathways for exposure, i.e. ingestion, inhalation or direct contact with impacted groundwater.



6.2 PROPERTIES INVOLVED

The properties associated with these institutional controls are shown on Figure 1 and include the following:

- O'Neill parcels, Tax Parcel ID #s 58-00-15956-00-6, 58-00-15956-01-5, 58-00-15956-02-4, 58-00-15956-03-3, 58-00-15956-04-2 and 58-00-15956-10-5;
- Crater Resources Inc. Tax Parcel ID # 58-00-18605-00-3;
- Out Parcels, Inc. Tax Parcel ID# 58-00-02694-01-1;
- Each Parcel As Is, Inc. Tax Parcel ID# 58-00-02694-09-2;
- Liberty Parcels, Tax Parcel ID#s 58-00-15956-33-9, 58-00-15956-31-2, 58-00-18603-01-4, 58-00-15956-32-1, 58-00-15956-05-1, 58-00-15986-85-8;
- GMGC Tax Parcel ID# 58-00-18604-00-4; and
- RAGM Tax Parcel ID# 58-00-07120-00-4.

Some of these properties are not within the Crater Resources Superfund Site, but are included because they are associated with an institutional control.

6.3 PARTIES INVOLVED

The parties involved in implementing these institutional controls are the Group, O'Neill, the GMGC, RAGM, Liberty, Montgomery County Health Department and Upper Merion Township.



As discussed herein, Liberty has already implemented the necessary institutional controls on the Pink South and Yellow South Parcels noted above in accordance with the Consent Decree.

For the remaining portions of OU-6, Upper Merion Township will maintain, administer and enforce the township zoning and land development ordinances prohibiting the installation and use of groundwater wells when the property is serviced by a water main. O'Neill, the GMGC, RAGM and Liberty are responsible for recording the necessary deed restrictions and executing the necessary access agreements. The Group will monitor and enforce these institutional controls. The Montgomery County Health Department regulates the construction, modification or abandonment of individual water supply wells.

6.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for this OU.

- On February 1, 1997, the Montgomery County Health Department's (MCHD) Division of Water Quality Management adopted Chapter XVII, Individual Water Supply Regulations and amended these regulations on August 1, 2003. Pursuant to Section 17-2, the purpose of these regulations is "to establish minimum standards for location, construction, modification or abandonment of individual water supply wells and system installation for protection of public health and welfare."

Accordingly, Section 17-5 of the Regulations provides a permitting procedure that enables the MCHD Division of Water Quality Management to "approve the location, construction, and testing for all individual water supply wells and approve the operation of an individual water supply system" in order to ensure a potable water supply that protects public health and welfare. Section 17-5.2 makes it unlawful to install or modify an individual water supply well without first obtaining a permit from MCDH. If an individual supply well is installed or



modified without a permit. Chapter XXI of the Regulations sets forth an enforcement scheme which provides for the notification of violations of the Public Health Code, the issuance of emergency orders to protect the public health, and the imposition of penalties for violations of any portion of the Public Health Code.

Section 17-10 of the Individual Water Supply System Regulations specifically requires that all water must be tested and that it must meet the PADEP drinking water standards included therein. These drinking water standards are equivalent to the Safe Drinking Water Act Maximum Contaminant Levels (MCLs). If the water fails to meet the specified criteria, then Section 17-11 requires treatment of the water. The adoption of these well regulations by MCHD has provided a reliable and enforceable governmental control that will prevent exposure to Site related contaminants that exceed MCLs. These well regulations will also provide a method for EPA to track and confirm where and when any new wells have been installed in the area of the site. This well ordinance is in effect for those areas that are potentially affected by the Site. Therefore, the ROD requirement for Deed Restrictions to prohibit the installation of new wells in areas of contamination which do not meet the groundwater clean-up goals is currently met through the implementation of this MCHD Regulation.

- Upper Merion Township's zoning and land development ordinances prohibit the installation of groundwater wells for potable use when the property is serviced by a water main. The entire area surrounding the Crater Resources Superfund Site is serviced by water mains.



- The Group and O'Neill have entered into an agreement that allows the Group to install additional groundwater monitoring wells, if necessary, and to install groundwater recovery wells and associated pipes, if the alternative groundwater remedy is required. A copy of the agreement is provided in Appendix A3.
- Liberty recorded Deed Notices at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2201 Renaissance Blvd., 2300 Renaissance Blvd., 2301 Renaissance Blvd. and 2500 Renaissance Blvd. properties, which, among other things, as discussed in Sections 4.4 and 5.4 of this Work Plan, prohibits the installation of new groundwater supply wells and potable use of groundwater from existing wells as provided within each respective Deed Notice. Copies of the Deed Notices are provided in Appendix A8.
- The Group and Liberty have entered into an access agreement to allow the Group, subject to the terms of the Liberty-PRP Group access agreement, to perform groundwater monitoring and to install additional groundwater monitoring wells, if necessary, on properties including 2520 Renaissance Blvd., 2300 Renaissance Blvd, and 2301 Renaissance Blvd., 2201 Renaissance Blvd. and 2100 Renaissance Blvd. properties. A copy of the access agreement is provided in Appendix A9.
- A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, prohibiting the installation or use of groundwater wells on the undeveloped properties known as Lot 44, Lot 7, Quarry 3 and the Renaissance Storm Water Basin. A copy of this notice is provided in Appendix A5.



- The Group and RAGM have entered into an access agreement to allow the Group to enter all RAGM properties at all reasonable times for the purpose of taking all actions necessary to perform and/or monitor the Work as set forth in the Administrative Order for Remedial Design and Remedial Action issued by USEPA on April 30, 2001. A copy of the access agreement is provided in Appendix A6.
- The Group and the GMGC have entered into an access agreement that provides reasonable access to and use of the GMGC property in order to complete any and all remediation on the Site. This agreement also provides access to locate the contingent groundwater treatment system, if such facilities are required by USEPA or PADEP. A copy of the Access agreement is provided in Appendix A7.

6.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

The following actions will be performed to complete the institutional controls for this OU.

- O'Neill will record a "Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest" at the Recorder of Deeds Office for Montgomery County prohibiting the installation of new groundwater supply wells at 2501, 2701 and 2901 Renaissance Blvd. A copy of the draft deed notice is attached in Appendix A4.
- The GMGC will record a deed restriction at the Recorder of Deeds Office for Montgomery County, prohibiting the installation of new groundwater supply wells and potable use of groundwater from existing wells on the GMGC property.



- If the alternative groundwater remedy is required and it is necessary to install groundwater recovery wells, treatment systems and/or associated collection and discharge pipes as part of that remedy, the Group will seek access to property needed to complete the work and will negotiate an access agreement with the property owner granting permission for the Group to perform this work.

6.6 SCHEDULE

The deed notices described above can be completed by December 31, 2012. The Group will advise EPA regarding the schedule for completing a further access agreement with Liberty should it become necessary in connection with EPA requiring the implementation of the alternative groundwater remedy.

The institutional controls implemented for this OU will remain in place in perpetuity as set forth in each institutional control referenced above. Institutional controls related to long term use of the property will be confirmed by the Group every five years in conjunction with the Five Year Review for the Site.



7.0 CINDER SLAG FILL AREA (OU-7)

7.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-7 consists of the Cinder/Slag Fill Area. The Cinder/Slag Fill Area is located on the Liberty Parcel at 2301 Renaissance Blvd. The boundaries of OU-7 are shown on Figure 1 and encompass a small irregular shaped area in the northwest corner of 2301 Renaissance Blvd., adjacent to the storm water basin. The remedy implemented by Liberty for this area was excavation and off-site disposal of impacted fill/soil. EPA approved Liberty's work and issued a Certification of Completion to Liberty for the Remedial Action at OU-7. The Remedial Action Report for the Cinder/Slag Fill Area, approved by EPA, stated that Liberty would implement an institutional control for this area that restricts residential use of the area until a risk assessment considering residential exposures confirms that there is no unacceptable risk for such use. Liberty has already implemented this institutional control restricting residential use at the property as described below.

The remedial activities at OU-7 eliminated the exposure risks to all non-residential receptors, except future construction workers performing intrusive activities. This institutional control reduces/eliminates the risk of exposure to residential receptors and future construction workers by restricting future land use to non-residential uses and controlling future land disturbance.

7.2 PROPERTIES INVOLVED

The property associated with this institutional control is shown on Figure 1 and includes the Liberty Yellow South Parcel at 2301 Renaissance Blvd. (Tax Parcel ID# 58-00-18603-01-4).



7.3 PARTIES INVOLVED

Liberty has already prepared and recorded the necessary institutional controls at 2301 Renaissance Blvd. in accordance with the Consent Decree.

7.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for this OU.

- A copy of the current Upper Merion Township Zoning Ordinance is provided in Appendix A1, however, because the property already contains a residential use restriction, it is not necessary to rely on the Upper Merion Township Zoning Ordinance.
- Liberty recorded a deed notice at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2301 Renaissance Blvd. property, which among other things, prohibits use of the property for residential purposes as further discussed in Section 5.4 of this Work Plan. A copy of the Deed Notice is provided in Appendix A8.

7.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

There are no additional institutional controls to be implemented at this OU.

7.6 SCHEDULE

The institutional controls implemented for this OU will remain in place in perpetuity as set forth in the Deed Notice. Institutional controls related to long term use of the property will be confirmed by the Group every five years in conjunction with the Five Year Review for the Site.



8.0 FORMER DUMP AREA (OU-8)

8.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

OU-8 consists of the Former Dump Area as identified in the Crater Resources Superfund Site Remedial Investigation Report. The boundaries of OU-8 are shown on Figure 1 and encompass a small irregular shaped area in the center of Lot 44. The Group conducted remedial activities at OU-8 in 2009/2010 in accordance with the Record of Decision dated September 27, 2000 and the Unilateral Administrative Order, dated April 30, 2001. USEPA approved the Certification of Completion for OU-8 on December 14, 2010. These remedial activities eliminated the unacceptable risks to non-residential receptors. Institutional controls in the form of Deed Restriction prohibiting residential use, Municipal Zoning Ordinances and an existing Restrictive Covenant for the corporate park will reduce/eliminate exposure to residential receptors by restricting use of the property to non-residential activities.

8.2 PROPERTIES INVOLVED

The property associated with these institutional controls is shown on Figure 1 and includes the Out Parcels, Inc. property (AKA Lot 44) (Tax Parcel ID# 58-00-02694-01-1).

8.3 PARTIES INVOLVED

The parties involved in establishing these institutional controls are the Group, RAGM and Upper Merion Township. Upper Merion Township will allow public comment if the current zoning is proposed to be changed and the Group will provide justification for maintaining a non-residential use. RAGM is responsible for maintaining and enforcing the previously established Protective Covenants for the corporate park and recording the necessary Deed Restrictions.



8.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for these OUs.

- The Upper Merion Zoning Ordinance indicates that this property is zoned as SM-1 Suburban Metropolitan District which does not permit residential use. A copy of the current zoning ordinance is provided in Appendix A1.
- The Protective Covenants established for Renaissance at Gulph Mills recorded November 6, 1992 in Book 5023, Page 2017 does not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres and only if approved by the developer. To date, no parcels have been approved for mixed use and there are no parcels greater than 20 acres that are undeveloped. A copy of the pertinent sections of the Protective Covenant is provided in Appendix A2.
- A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work. A copy of this notice is provided in Appendix A5.

8.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

There are no Institutional Controls that need to be completed.



8.6 SCHEDULE

The deed restrictions have been recorded. The institutional controls implemented for this OU will remain in place in perpetuity. Institutional controls related to long term use of the property will be confirmed by the Group every five years, in conjunction with the Five Year Review for the Site.



9.0 LOT 44 SOUTHEAST PROPERTY AREA (OU-9)

9.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

The boundaries of OU-9 are shown on Figure 1 and consist of a small trapezoidal area in the southeast corner of Lot 44. The Group conducted remedial activities at OU-9 in 2009/2010 in accordance with the Record of Decision dated September 27, 2000 and the Unilateral Administrative Order, dated April 30, 2001. USEPA approved the Certification of Completion for OU-9 on December 14, 2010. These remedial activities eliminated the unacceptable risks to non-residential receptors. Institutional controls in the form of Deed Restriction prohibiting residential use, Municipal Zoning Ordinances and an existing Restrictive Covenant for the corporate park will reduce/eliminate exposure to residential receptors by restricting use of the property to non-residential activities.

9.2 PROPERTIES INVOLVED

The property associated with these institutional controls is shown on Figure 1 and includes the Out Parcels, Inc. property (AKA Lot 44) (Tax Parcel ID# 58-00-02694-01-1).

9.3 PARTIES INVOLVED

The parties involved in establishing these institutional controls are the Group, RAGM and Upper Merion Township. Upper Merion Township will allow public comment if the current zoning is proposed to be changed and the Group will provide justification for maintaining a non-residential use. RAGM is responsible for maintaining and enforcing the previously established Protective Covenants for the corporate park and recording the necessary Deed Restrictions.



9.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for these OUs.

- The Upper Merion Zoning Ordinance indicates that this property is zoned as SM-1 Suburban Metropolitan District which does not permit residential use. A copy of the current zoning ordinance is provided in Appendix A1.
- The Protective Covenants established for Renaissance at Gulph Mills recorded November 6, 1992 in Book 5023, Page 2017 does not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres and only if approved by the developer. To date, no parcels have been approved for mixed use and there are no parcels greater than 20 acres that are undeveloped. A copy of the pertinent sections of the Protective Covenant is provided in Appendix A2.
- A Restrictive Covenant between RAGM Holding Company, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work. A copy of this notice is provided in Appendix A5.

9.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

There are no Institutional Controls that need to be completed.



9.6 SCHEDULE

The deed restrictions have been recorded. The institutional controls implemented for this OU will remain in place in perpetuity. Institutional controls related to long term use of the property will be confirmed by the Group every five years, in conjunction with the Five Year Review for the Site.



10.0 LOT 7 (OU-10)

10.1 DESCRIPTION OF OPERABLE UNIT AND RELATED INSTITUTIONAL CONTROLS

The boundaries of OU-10 are shown on Figure 1 and consist of the eastern half of the Each Parcel As Is, Inc. property (east of Renaissance Boulevard, AKA Lot 7). The Group conducted remedial activities at OU-10 in 2009/2010 in accordance with the Record of Decision dated September 27, 2000 and the Unilateral Administrative Order, dated April 30, 2001. USEPA approved the Certification of Completion for OU-10 on August 2, 2011. These remedial activities eliminated the unacceptable risks to non-residential receptors. Institutional controls in the form of Deed Restriction prohibiting residential use, Municipal Zoning Ordinances and an existing Restrictive Covenant for the office park will reduce/eliminate exposure to residential receptors by restricting use of the property to non-residential activities.

10.2 PROPERTIES INVOLVED

The property associated with these institutional controls is shown on the attached map and includes the Each Parcel As Is, Inc. property (AKA Lot 7) (Tax Map ID# 58-00-02694-09-2).

10.3 PARTIES INVOLVED

The parties involved in establishing these institutional controls are the Group and RAGM and Upper Merion Township. Upper Merion Township will allow public comment if the current zoning is proposed to be changed and the Group will provide justification for maintaining a non-residential use. RAGM is responsible for maintaining and enforcing the previously established Protective Covenants for the corporate park and recording the necessary Deed Restrictions.



10.4 INSTITUTIONAL CONTROLS IN-PLACE

The following institutional controls are currently in-place for these OUs.

- The Upper Merion Zoning Ordinance indicates that this property is zoned as SM-1 Suburban Metropolitan District which does not permit residential use. A copy of the current zoning ordinance is provided in Appendix A1.
- The Protective Covenants established for Renaissance at Gulph Mills recorded November 6, 1992 in Book 5023, Page 2017 does not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres and only if approved by the developer. To date, no parcels have been approved for mixed use and there are no parcels greater than 20 acres that are undeveloped. A copy of the pertinent sections of the Protective Covenant is provided in Appendix A2.
- A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work. A copy of this notice is provided in Appendix A5.

10.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

There are no Institutional Controls that need to be completed.



10.6 SCHEDULE

The deed restrictions have been recorded. The institutional controls implemented for this OU will remain in place in perpetuity. Institutional controls related to long term use of the property will be confirmed by the Group every five years, in conjunction with the Five Year Review for the Site.



11.0 2001 COMMONS PROPERTY

11.1 DESCRIPTION OF PROPERTY AND RELATED INSTITUTIONAL CONTROLS

The 2001 Commons property is shown on Figure 1 and consists of an area slightly larger than the existing one story building within the Commons II Office Condominium. The Common Area surrounding this building is a separate parcel. An evaluation of the potential for Vapor Intrusion into the existing building at the 2001 Commons property was performed by the Group, which included subslab, indoor and outdoor air quality sampling. The results indicate there are no risks of vapor intrusion into this building associated with the Crater Resources Site. Since there are no identified risks associated with this property, no institutional controls are required.

11.2 PROPERTIES INVOLVED

The property is shown on the attached Figure 1 and includes the 2001 Commons Property, Tax Parcel ID # 58-00-15986-50-7.

11.3 PARTIES INVOLVED

There are no parties involved with instituting institutional controls for this property.

11.4 INSTITUTIONAL CONTROLS IN PLACE

Although they are not needed, the following institutional controls are in place for this property due to its location and association with the Renaissance at Gulph Mills Office Park.

- The Upper Merion Zoning Ordinance indicates that this property is zoned as SM-1 Suburban Metropolitan District which does not permit residential use.



- The Protective Covenants established for Renaissance at Gulph Mills recorded November 6, 1992 in Book 5023, Page 2017 does not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres and only if approved by the developer. To date, no parcels have been approved for mixed use and there are no parcels greater than 20 acres that are undeveloped.

11.5 INSTITUTIONAL CONTROLS TO BE COMPLETED

There are no institutional controls to be completed.

11.6 SCHEDULE

No further activities are anticipated and there are no institutional controls associated with this property that require administration or periodic inspections.



12.0 PROCEDURES FOR THE TRANSFER OF PROPERTY

The procedures for transferring properties at the Site that are restricted by institutional controls are presented in the Unilateral Administrative Order for Remedial Design and Remedial Action for the Crater Resources Superfund Site, issued by the USEPA on April 30, 2001 and in the Consent Decree between the United States and Liberty Property Trust and Liberty Property Limited Partnership, entered on January 25, 2008. Those procedures are restated below.

12.1 UNILATERAL ADMINISTRATIVE ORDER FOR REMEDIAL DESIGN AND REMEDIAL ACTION

Paragraphs XVI.C and D. state:

XVI. NOTICE OF OBLIGATIONS AND TRANSFER OF INTERESTS

C. At least thirty (30) days prior to the conveyance of any interest in property located within the Site including, but not limited to, fee interests, leasehold interests, and mortgage interests, the Respondent conveying the interest shall give the grantee or transferee-in-interest written notice of (i) this Order and (ii) any Site access and use restriction requirements set forth in Section VIII (Access to and Use of the Site). At least thirty (30) days prior to such conveyance, such Respondent shall also give written notice to EPA and the State of the proposed conveyance, including the name, address and telephone number of the grantee or transferee-in-interest, and the date on which notice of this Order and Site access and use restriction requirements was given to the grantee.

D. In the event of any such conveyance, such Respondent's obligations under this Order, including, but not limited to, its obligation to provide access to and restrict use of the Site, pursuant to Section VIII (Access to and Use of the Site) of this Order, shall continue to be met by such Respondent. In no event shall the conveyance release or



otherwise affect such Respondent's obligation to comply with all provisions of this Order, absent the prior written consent of EPA."

12.2 CONSENT DECREE BETWEEN UNITED STATES AND LIBERTY

Paragraph 9.b states:

9. Notice of Obligations to Successors-in-Title

- b. At least (30) days prior to the conveyance of any interest in the Property, including, but not limited to, fee interests, easements, leasehold interests, and mortgage interests, the Owner Settling Defendant [i.e., Liberty] conveying the interest shall give the grantee written notice of (i) this Consent Decree, (ii) any instrument by which an interest in real property has been conveyed that confers a right of access to the Site (hereinafter referred to as "access easements") pursuant to Section IX (Access and Institutional Controls) of this Consent Decree, and (iii) any instrument by which an interest in real property has been conveyed that confers a right to enforce restrictions on the use of such property (hereinafter referred to as "restrictive covenants") pursuant to Section IX (Access and Institutional Controls) of this Consent Decree. At least thirty (30) days prior to such conveyance, the Owner Settling Defendant conveying the interest shall also give written notice to EPA and the State of the proposed conveyance, which notice shall include the name and address of the grantee and the date on which notice of the Consent Decree, access easements and/or restrictive covenants was given to the grantee. The requirements of Paragraph 9.b shall not apply to the parcels of land, within the Property, that are (1) defined above as "Pink North" and "Yellow North" or (2) remediated to levels which EPA determines meet risk-based cleanup criteria permitting UU/UE. EPA reserves the right to require the Settling Defendants to comply with the requirements of Paragraph 9.b in the event that hazardous substances are subsequently found at Pink North and Yellow North, respectively, at levels which EPA determines do not meet the



Performance Standards set forth in the ROD and as defined herein and/or any risk-based clean-up criteria permitting UU/UE.

- c. In the event of any such conveyance, the Owner Settling Defendant's obligations under this Consent Decree, including, but not limited to, its obligation to provide or secure access and institutional controls, as well as to abide by such institutional controls, pursuant to Section IX (Access and Institutional Controls) of this Consent Decree, shall continue to be met by the Owner Settling Defendant. In no event shall the conveyance release or otherwise affect the liability of the Owner Settling Defendant to comply with all provisions of this Consent Decree, absent the prior written consent of the United States. If the United States approves, the grantee may perform some or all of the work under this Consent Decree.

12.3 LIBERTY'S INSTITUTIONAL CONTROLS

The deed restrictions recorded by Liberty as described in this Work Plan expressly provide that they (1) constitute a covenant running with the land and bind any future holders of an interest in the properties, (2) cannot be modified except as set forth in the Consent Decree, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of each particular property.



13.0 REPORTING

A log of the institutional controls that are required for the Operable Units described above is presented in Table 2. The log sheet will be included in the monthly progress report submitted to the USEPA and will provide status updates on the effort to implement and monitor the institutional controls.



TABLES



TABLE 1
Crater Resources Superfund Site
Properties Associated with Institutional Controls

Address/Location Identifier	Owner	Tax Map #	Tax Parcel ID	Associated Operable Unit
2901 Renaissance Blvd.	Renaissance Land Associates II	Block 54A, Parcel 001 Block 54A, Parcel 002 Block 54A, Parcel 003	58-00-15956-00-6 58-00-15956-01-5 58-00-15956-02-4	Quarry 1 (OU-1) WAL Pipeline (OU-5) Groundwater (OU-6)
2701 Renaissance Blvd.	Renaissance Land Associates, LP	Block 54A Parcel 004 Block 54A Parcel 005	58-00-15956-03-3 58-00-15956-04-2	Groundwater (OU-6) WAL Pipeline (OU-5)
2520 Renaissance Blvd.	Liberty Property LP	Block 54A Parcel 013	58-00-15956-33-9	Groundwater (OU-6)
2501 Renaissance Blvd.	Renaissance Land Associates III	Block 54A Parcel 015	58-00-15956-10-5	Quarry 2 (OU-2), WAL Pipeline (OU-5), Groundwater (OU-6)
2500 Renaissance Blvd.	Liberty Property LP	Block 54A Parcel 011	58-00-15956-31-2	WAL Pipeline (OU-5)
2301 Renaissance Blvd.	Liberty Property LP	Block 54A Parcel 016	58-00-18603-01-4	Cinder/Slag Fill Area (OU-5) WAL Pipeline (OU-5) Groundwater (OU-6)
2300 Renaissance Blvd.	Liberty Property LP	Block 54A Parcel 012	58-00-15956-32-1	WAL Pipeline (OU-5)
2201 Renaissance Blvd.	Liberty Property LP	Block 54A Parcel 014	58-00-15956-05-1	Quarry 4 (OU-4), Groundwater (OU-6)
2100 Renaissance Blvd.	Liberty Property LP	Block 56, parcel 027	58-00-15986-85-8	Groundwater (OU-6)
2001 Renaissance Blvd.	KC Propco, LLC	Block 56, parcel 019	58-00-15986-50-7	Groundwater (OU-6)
3000 Horizon Drive	Liberty Property LP	Block 56, Parcel 013	58-00-10973-91-2	WAL Pipeline (OU-5)
Sturbridge Court	Williamsburg Commons Land Dev. Inc. (Homeowner's Association)	Block 56B, parcel 080	58-00-18056-42-6	WAL Pipeline (OU-5)
Flint Hill Road	RAGM Holding Company	Block 56, Parcel 008	58-00-07120-00-4	Groundwater (OU-6)
Quarry 3	Crater Resources Inc. (RAGM Holding Company)	Block 54, Parcel 038	58-00-18605-00-3	Quarry 3 (OU-3), WAL Pipeline (OU-5), Groundwater (OU-6)
180 Swedeland Road	Gulph Mills Golf Club	Block 54, Parcel 008	58-00-18604-00-4	Quarry 3 (OU-3), Quarry 4 (OU-4), Groundwater (OU-6)
Lot 44, Renaissance Blvd.	Out Parcels Inc. (RAGM Holding Company)	Block 54A Parcel 006	58-00-02694-01-1	FDA (OU-8), SPA (OU-9), Groundwater (OU-6)
Lot 7, Renaissance Blvd.	Each Parcel As Is Inc. (RAGM Holding Company)	Block 54A Parcel 007	58-00-02694-09-2	Lot 7 (OU-10), Groundwater (OU-6)

Note: The properties listed in this table are listed because they are associated with an institutional control for the Site. Some properties listed are not part of the Site and are not subject to the Consent Decrees.



Table 2
Crater Resources Superfund Site
Institutional Controls Status

Associated Operable Unit	Tax Map #	Tax Parcel ID	Institutional Controls	Document Name	Status	IC Plan Appendix
Entire Site			Upper Merion Zoning Ordinance, designating this property as SM-1 Suburban District which does not permit residential use.	Upper Merion Township Zoning Ordinance Chapter 165, Article XXIV	In-Place	A1
Entire Site			The Protective Covenants established for Renaissance at Gulph Mills, recorded November 6, 1992 in Book 5023, Page 2017, do not permit residential use, except as an accessory use in a mixed use development on parcels greater than 20 acres	Renaissance at Gulph Mills, Protective Covenants, Design and Development Criteria	In-Place	A2
Quarry 1 (OU-1) and Quarry 2 (OU-2)	Block 54A, Parcel 1 Block 54A, Parcel 2 Block 54A, Parcel 3 Block 54A Parcel 4 Block 54A Parcel 5 Block 54A Parcel 15	58-00-15956-00-6 58-00-15956-01-5 58-00-15956-02-4 58-00-15956-03-3 58-00-15956-04-2 58-00-15956-10-5	The Crater Resources Cooperating Respondent Group ("Group") and O'Neill Properties Group ("O'Neill") have entered into an agreement that requires the current and future land owners to perform all future maintenance activities required for the cover. The agreement also provides access to the Group to inspect remedial activities during construction; to inspect the cover during the long-term monitoring period; to repair the cover if the owner fails to make necessary repairs.	Settlement Agreement, Dated March 12, 2003	In-Place	A3
			O'Neill will record a "Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest" at the Recorder of Deeds Office for Montgomery County identifying the presence of the quarries and associated contamination, prohibiting construction of structures, other than surface paving and associated utilities, on the cover unless approved by the Group and USEPA, prohibiting residential use of the property and requiring notification of, and approval by, the Group if disturbance of the cover is to occur, including repair and intrusive maintenance work.	Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest	Not In-Place	A4
			O'Neill will implement ICs requiring vapor intrusion mitigation systems, if necessary, pending assessments of the existing buildings.		Not Required Yet	
Quarry 3 (OU-3)	Block 54, Parcel 38	58-00-18605-00-3	The Group and O'Neill have entered into an agreement that provides adequate and reasonable access to the O'Neill property in order to implement any and all response actions with respect to Quarry 3.	Settlement Agreement, Dated March 12, 2003,	In-Place	A3
			A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property, prohibiting the installation or use of groundwater wells and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work.	Restrictive Covenant, Dated December 21, 2005	In-Place	A5
			The Group and RAGM have entered into a settlement agreement and an access agreement to allow the Group to enter the property at all reasonable times for the purpose of taking all actions necessary to perform and/or monitor the Work as set forth in the Administrative Order for Remedial Design and Remedial Action issued by USEPA on April 30, 2001. The Settlement agreement assigns RAGM's rights to a 50 ft. wide access easement from Renaissance Blvd. to Quarry 3 to the Group.	Settlement Agreement and Access Agreement, Dated December 21, 2005	In-Place	A6
	Block 54, Parcel 08	58-00-18604-00-4	The GMGC will record a deed notice at the Recorder of Deeds Office for Montgomery County identifying the presence of their portion of the quarry, prohibiting residential use of the property and requiring notification of, and approval by, the Group if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work.	n/a	Not In-Place	
			The Group and the GMGC have entered into an access agreement that provides reasonable access to and use of the GMGC property in order to complete any and all remediation on the Site.	Settlement Agreement, November 9, 2000	In-Place	A7



Table 2
Crater Resources Superfund Site
Institutional Controls Status

Associated Operable Unit	Tax Map #	Tax Parcel ID	Institutional Controls	Document Name	Status	IC Plan Appendix
Quarry 4 (OU-4)	Block 54A Parcel 14	58-00-15956-05-1	Liberty recorded a deed notice at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2201 Renaissance Blvd. property, which contains most of Quarry 4. This deed notice identifies the site as part of the Crater Resources Superfund Site and that it is subject to certain use restrictions.	Deed Notice	In-Place	A8
Former WAL Pipeline (OU-5)	Block 54A Parcel 016	58-00-18603-01-4	Liberty recorded a deed notice at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2300, 2301 and 2500 Renaissance Blvd. properties. These deed notices identify the properties as part of the Crater Resources Superfund Site and are subject to certain use restrictions.	Deed Notice	In-Place	A8
	Block 54A Parcel 012	58-00-15956-32-1				
	Block 54A Parcel 001	58-00-15956-00-6	O'Neill will record a "Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest" at the Recorder of Deeds Office for Montgomery County prohibiting residential use of the property.	Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest	Not In-Place	
	Block 54A Parcel 002	58-00-15956-01-5				
	Block 54A Parcel 003	58-00-15956-02-4				
	Block 54A Parcel 004	58-00-15956-03-3				
	Block 54A Parcel 005	58-00-15956-04-2				
	Block 54A Parcel 015	58-00-15956-10-5				
Groundwater (OU-6)	Entire site		Upper Merion Township's zoning ordinance requires all new commercial developments to be serviced by public water. The entire area surrounding the Crater Resources Superfund Site is serviced by public water mains.	Upper Merion Township Zoning Ordinance Chapter 165, Articles and XXXIII	In-Place	A1
	Block 54A Parcel 011	58-00-15956-31-2	Liberty recorded a deed notice at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2201 Renaissance Blvd., 2300 Renaissance Blvd., 2301 Renaissance Blvd. and 2500 Renaissance Blvd. properties, which prohibits the installation of new groundwater supply wells and potable use of groundwater from existing wells.	Deed Notice	In-Place	A8
	Block 54A Parcel 016	58-00-18603-01-4				
	Block 54A Parcel 012	58-00-15956-32-1				
	Block 54A Parcel 014	58-00-15956-05-1				
	Block 54A Parcel 001	58-00-15956-00-6	The Group and O'Neill have entered into an agreement that allows the Group to install additional groundwater monitoring wells, if necessary, and to install groundwater recovery wells and associated pipes, if the alternative groundwater remedy is required.	Settlement Agreement, Dated March 12, 2003,	In-Place	A3
	Block 54A Parcel 002	58-00-15956-01-5				
	Block 54A Parcel 003	58-00-15956-02-4				
	Block 54A Parcel 004	58-00-15956-03-3				
	Block 54A Parcel 005	58-00-15956-04-2	The Group and Liberty have entered into an access agreement, subject to the terms of the Liberty/Group Access Agreement, to allow the Group to perform groundwater monitoring and to install additional groundwater monitoring wells, if necessary, on the 2201 Renaissance Blvd., 2300 Renaissance Blvd, 2301 Renaissance Blvd. and 2100 Renaissance Blvd. properties.	Liberty Access Agreement	In-Place	A9
	Block 54A Parcel 015	58-00-15956-10-5				
	Block 54A Parcel 11	58-00-15956-31-2	A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, prohibiting the installation or use of groundwater wells on the undeveloped properties known as Lot 44, Lot 7, Quarry 3 and the Renaissance Storm Water Basin.	Restrictive Covenant, Dated December 21, 2005	In-Place	A5
	Block 54A Parcel 12	58-00-15956-32-1				
	Block 54A Parcel 15	58-00-15956-05-1				
	Block 54A Parcel 16	58-00-18603-01-4				
	Block 56, parcel 27	58-00-15986-85-8	The Group and RAGM have entered into an access agreement to allow the Group to enter all RAGM properties at all reasonable times for the purpose of taking all actions necessary to perform and/or monitor the Work as set forth in the Administrative Order for Remedial Design and Remedial Action issued by USEPA on April 30, 2001.	Settlement Agreement and Access Agreement, Dated December 21, 2005	In-Place	A6
	Block 54, Parcel 38	58-00-18605-00-3				
	Block 54A Parcel 6	58-00-02694-01-1				
	Block 54A Parcel 7	58-00-02694-09-2				
	Block 56, parcel 8	58-00-07120-00-4				
	Block 54, Parcel 38	58-00-18605-00-3	The Group and RAGM have entered into an access agreement to allow the Group to enter all RAGM properties at all reasonable times for the purpose of taking all actions necessary to perform and/or monitor the Work as set forth in the Administrative Order for Remedial Design and Remedial Action issued by USEPA on April 30, 2001.	Settlement Agreement and Access Agreement, Dated December 21, 2005	In-Place	A6
	Block 54A Parcel 6	58-00-02694-01-1				
	Block 54A Parcel 7	58-00-02694-09-2				
	Block 56, parcel 8	58-00-07120-00-4				

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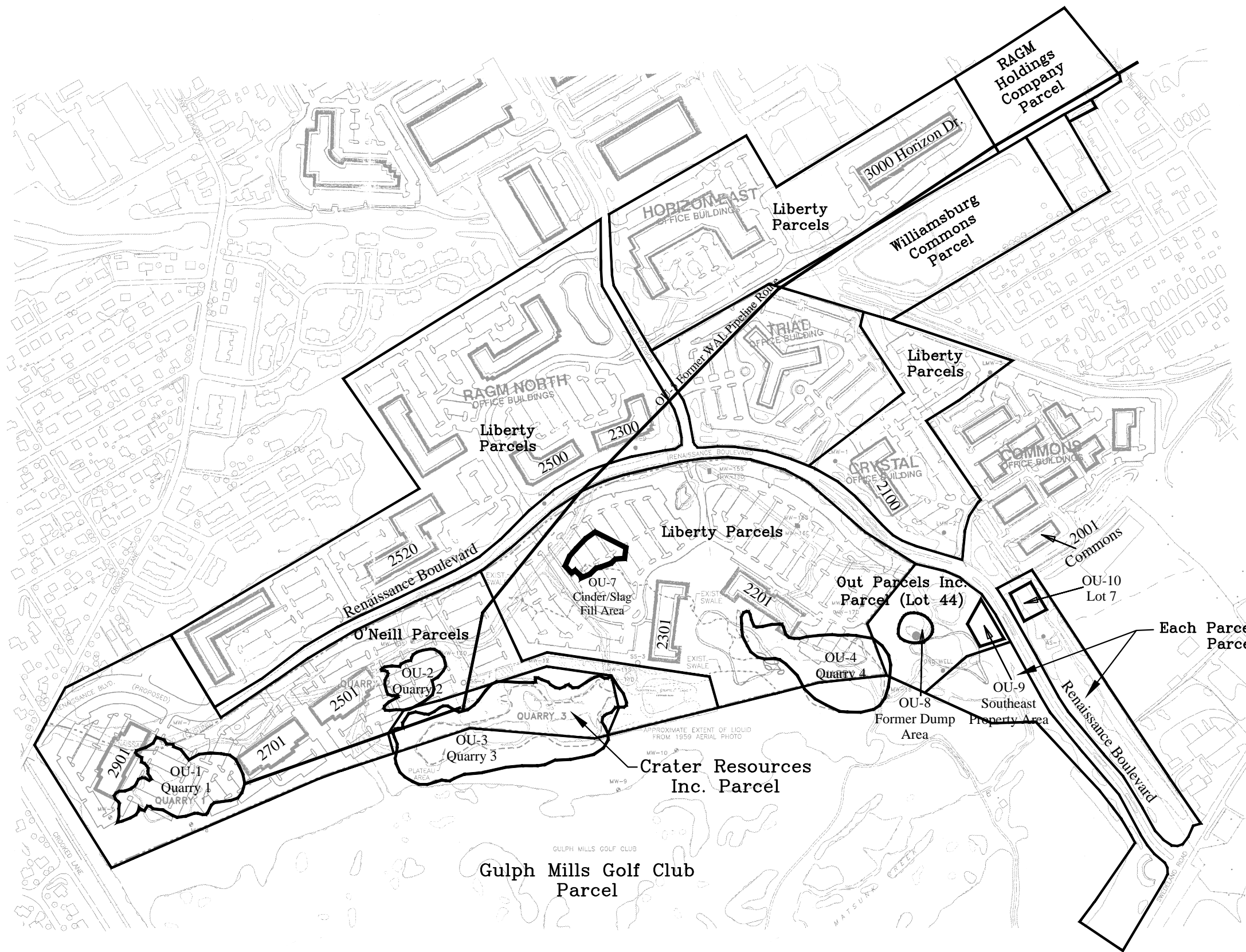
Table 2
Crater Resources Superfund Site
Institutional Controls Status

Associated Operable Unit	Tax Map #	Tax Parcel ID	Institutional Controls	Document Name	Status	IC Plan Appendix
Groundwater (OU-6)	Block 54A, Parcel 1	58-00-15956-00-6	O'Neill will record a "Notice of Institutional Controls, Provision of Access and Obligations Regarding Successors-in-Interest" at the Recorder of Deeds Office for Montgomery County prohibiting the installation of new groundwater supply wells at 2501, 2701 and 2901 Renaissance Blvd.		Not In-Place	
	Block 54A, Parcel 2	58-00-15956-01-5				
	Block 54A, Parcel 3	58-00-15956-02-4				
	Block 54A Parcel 4	58-00-15956-03-3				
	Block 54A Parcel 5	58-00-15956-04-2				
	Block 54A Parcel 15	58-00-15956-10-5				
	Block 54, Parcel 08	58-00-18604-00-4	The GMGC will record a deed restriction at the Recorder of Deeds Office for Montgomery County, prohibiting the installation of new groundwater supply wells and potable use of groundwater from existing wells on the GMGC property.		Not In-Place	
	Block 54, Parcel 08	58-00-18604-00-4	The Group and the GMGC have entered into an access agreement that provides reasonable access to and use of the GMGC property in order to complete any and all remediation on the Site. This agreement also provides access to locate the contingent groundwater treatment system, if such facilities are required by USEPA or PADEP.	Settlement Agreement, November 9, 2000	In-Place	A7
			If the alternative groundwater remedy is required and it is necessary to install groundwater recovery wells, treatment systems, and/or associated collection and discharge pipes on Liberty's property as part of that remedy, the Group will negotiate an access agreement with Liberty granting permission for the Group to perform the work.	To be determined, if necessary.	Not Required Yet	
Cinder/Slag Fill Area (OU-7)	Block 54A Parcel 16	58-00-18603-01-4	Liberty recorded a deed notice at the Recorder of Deeds Office for Montgomery County on February 26, 2008 for the 2301 Renaissance Blvd. property, which prohibits use of the property for residential purposes.	Deed Notice	In-Place	A8
Area 6 - Former Dump Area (OU-8)	Block 54A Parcel 6	58-00-02694-01-1	A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work.	Restrictive Covenant, Dated December 21, 2005	In-Place	A5
Southeast Corner of Lot 44 (OU-9)	Block 54A Parcel 6	58-00-02694-01-1	A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work.	Restrictive Covenant, Dated December 21, 2005	In-Place	A5
Lot 7 (OU-10)	Block 54A Parcel 7	58-00-02694-09-2	A Restrictive Covenant between RAGM, Crater Resources, Inc. and the Group was recorded at the Recorder of Deeds Office for Montgomery County on February 9, 2006, identifying the property as part of the Crater Resources Superfund Site, prohibiting residential use of the property and requiring notification of, and approval by, the Group and USEPA if disturbance of the final grade and drainage features is to occur, including repair and intrusive maintenance work.	Restrictive Covenant, Dated December 21, 2005	In-Place	A5
KC Propco Property	Block 56, parcel 19	58-00-15986-50-7	None		N/R	

Note: The properties listed in this table are listed because they are associated with an institutional control for the Site. Some properties listed are not part of the Site and are not subject to the Consent Decrees.



FIGURE



NOTE: PARCEL BOUNDARIES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

Notes:
Boundary lines are approximate.
Buildings, storm water basins, and parking configurations adjacent to quarries 1, 2, 3, and 4 are approximate depending upon the actual quarry remedies proposed.

Legend

- Site Boundary
- Approximate Quarry Locations
- Railroad Tracks (SEPTA)
- Swale
- Off-Site Well Location
- Monitoring Well Location
- Monitoring Well Nest
- Surface/Subsurface Soil Sample (Approximate Locations)
- Area 6
- Existing and Proposed Buildings
- Parcel Boundary

SOURCES:
- Background information, topography, building locations, etc., were taken from a survey performed by James Stewart, Inc., dated Jan. 14, 1996.
- Preliminary site development map, Cuthers & Associates, Inc., Sept. 10, 1996.
- Property plan and conceptual development plan (concept master plan for the Renaissance Corporate Park - Pasquale Real Estate), Cuthers & Associates, May 12, 1999.
- Site development map, Liberty Property Trust, 1999.
- Preliminary land development plans, Eohle Engineering Inc., sheet 3 of 26 11/12/99.

200 100 0 200 400
Scale in Feet

CRATER RESOURCES SUPERFUND SITE

UPPER MERION TOWNSHIP, PENNSYLVANIA

PARCEL LOCATIONS FOR
INSTITUTIONAL CONTROLS

FIGURE:

1

Scale: 1"=200'
Designed By: T.M.L.
Drawn By: S.M.F.
Checked By: T.M.L.
Project Mgr.: T.M.L.
Project No.: 2001-847-04
Dwg. No.: 2001-847-04-07a
Revised:

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West Chester, Pennsylvania 19380
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FAX: (610) 840-9199

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APPENDICES

(Provided on CD)

APPENDIX

- A1 Upper Merion Township Current Zoning Ordinance, Article XXIV.SM1 and Land Development Ordinance Article XXXIII
- A2 Renaissance at Gulph Mills Protective Covenant
- A3 Settlement between the Group and O'Neill Properties
- A4 Draft Deed Notices for 2501, 2701, and 2901 Renaissance Blvd.
- A5 Restrictive Covenant for RAGM Holding Company Properties
- A6 Settlement Agreement Providing Access to RAGM Holding Company Properties
- A7 Settlement Agreement Providing Access to GMGC Property
- A8 Deed Notices for 2201, 2301, 2300, and 2500 Renaissance Blvd.
- A9 Access Agreements between the Group and Liberty Properties, and between the GMGC and Liberty properties



APPENDIX A1

Upper Merion Township Current Zoning Ordinance, Article XXIV.SM1
and Land Development Ordinance Article XXXIII

*Township of Upper Merion, PA
Tuesday, October 4, 2011*

Article XXXIII. Development Plans

[Amended 2-8-1958 by Ord. No. 50; 12-22-1959 by Ord. No. 78; 10-1-1962 by Ord. No. 119; 6-15-1987 by Ord. No. 87-516]

§ 165-233. Approval required prior to issuance of building permit.

In order to ensure compliance with the provisions of this chapter with regard to uses of the land; the size, height, bulk and location of buildings and structures to be occupied, as well as open space and distances to be left unoccupied by uses and structures; the density of population and intensity of use; and other matters pertaining to the public health, safety and general welfare, except as set forth below, the applicant shall, prior to the issuance of a building permit, submit to and obtain approval of a development plan by the Board of Supervisors.

§ 165-236. Preliminary plan requirements.

A preliminary plan shall contain such information as is required of preliminary plans by the Upper Merion Subdivision Ordinance. The plan shall be accompanied by documentary evidence which shall demonstrate to the satisfaction of the Board of Supervisors that:

- A. The plan is consistent with the Comprehensive Plan and with the purposes of this chapter as set forth in Article I.
- B. The appropriate use and value of adjacent properties shall be safeguarded.
- C. The capacity of existing or proposed utilities, streets and highways is adequate to absorb the additional burden created by the development.
- D. The development will consist of a harmonious grouping of buildings or other structures, together with adequate service, parking and open space areas, and shall be planned as a single and common operating and maintenance unit, if applicable.
- E. All buildings shall be served by a central sewage disposal system, public water supply and public utilities.
- F. If the development is to be carried out in stages, each stage shall be so planned that the foregoing conditions and the intent of this chapter shall be fully complied with at the completion of any stage.

*Township of Upper Merion, PA
Tuesday, October 4, 2011*

Article XXIV. SM-1 Suburban Metropolitan Districts

[Added 10-26-1967 by Ord. No. 67-209]

§ 165-135. Use regulations.

[Amended 12-11-1967 by Ord. No. 67-211; 6-15-1987 by Ord. No. 87-516]A building may be erected, altered or used and a lot may be used or occupied for any of the following purposes and no other:

- A. Offices for administrative, executive, professional, sales and other similar uses, the normal attributes of which do not involve retailing activities on the premises.
- B. Laboratory for scientific, agricultural or industrial research and development.
- C. Bank; hotel; private indoor athletic facility; sit-down restaurant; carry-out restaurant other than drive-in restaurant.

[Amended 6-6-1988 by Ord. No. 88-534]

- D. Wholesaling, warehousing and distributing, excluding the interior or exterior storage and sale of coal, lumber, petroleum distillates or highly flammable materials.
- E. Light manufacturing of beverages, confections, cream, all food products (exclusive of meat-and fish packing), ceramics, clothing, plastics, electrical goods, furniture, hardware, tools, dies, patterns, scientific instruments, jewelry, timepieces, optical goods, musical instruments, toys, cosmetics, tobacco products, drugs and products of previously prepared metallic and nonmetallic materials.
- F. A passenger station terminal for public transportation.
- G. Municipal uses.
- H. Helistop when authorized as a special exception in accordance with the provisions of § 165-219 herein.
- I. Any use of the same general character as any of the uses hereinbefore specifically permitted when authorized as a special exception.
- J. The outside storage of materials, supplies, finished products and other items of personalty, provided that the same are confined to the rear yard of the property within the building lines and further provided that the area devoted to said storage shall not exceed 25% of the ground floor area covered by the building on the lot.
- K. Signs, subject to the provisions of Article XXVII.
- L. Accessory uses on the same lot with and customarily incidental to any of the foregoing permitted uses.
- M. Personal care facility as a conditional use in accordance with § 165-219.1.



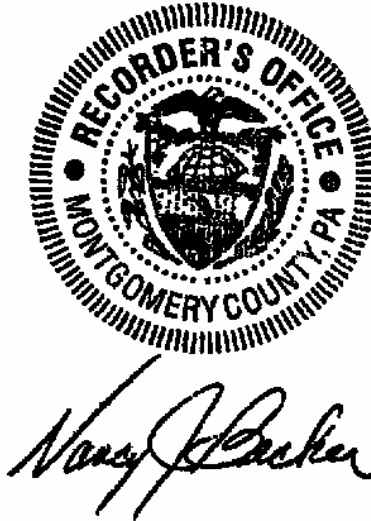
APPENDIX A2

Renaissance at Gulph Mills Protective Covenant

RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

**I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA**



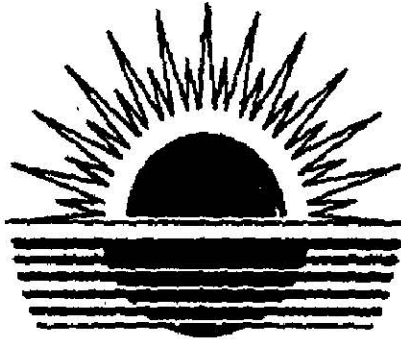
AR300932



NOV 6 '92 AM 9:15

EASTERN ABSTRACT INC.
2000 W. GERMANTOWN PIKE
NORRISTOWN, PA 19408

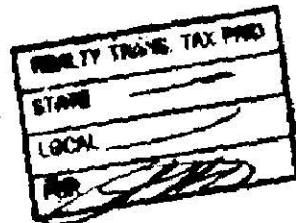
29249



148.00
5.00
34.00

RENAISSANCE

AT GULPH MILLS



Protective Covenants Design and Development Criteria

A Planned Multi-use Corporate Park
by Pasquale Properties

BOOK 5023 PAGE 2017

AR300933



**PROTECTIVE COVENANTS
FOR
REMANENCE AT GOLFE MILLS**

BOOK 5023 PAGE 2018

AR300934

eCertified copy of recorded # 1992065481 (page 2 of 68)

Montgomery County Recorder of Deeds

Only valid with epm-signature on cover page



PROTECTIVE COVENANTS FOR RENAISSANCE AT GULPH MILLS

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I. RECITALS

Swedeland Road Corporation (herein called "Developer"), SRC Associates ("SRC"), a Pennsylvania Limited Partnership, and the Commons at Renaissance Condominium Association (the "Commons Condominium") each hold title to real property described in Exhibit A, attached hereto and hereby made a part hereof (sometimes herein called "Renaissance"). Developer, SRC and The Commons Condominium Association wish to provide for the orderly and harmonious development of Renaissance, and accordingly have executed this Declaration in order to subject Renaissance to the protective covenants, conditions, restrictions, reservations and easements herein set forth (all of which are sometimes herein collectively referred to as the "Protective Covenants"). The Protective Covenants set forth herein are for the benefit of Renaissance, and each and every part thereof, and shall bind Developer, SRC, the Commons at Renaissance Condominium, and each successive owner, tenant, mortgagee or any other party occupying or having any interest in all or any part of Renaissance.

Developer, SRC and the Commons Condominium, intending to be legally bound, hereby declare that Renaissance is and shall be held, transferred, sold, leased, mortgaged, conveyed, and occupied subject to the Protective Covenants herein set forth.

II. DEFINITIONS.

"Accessory Use" shall mean any use that is customarily incidental to a permitted use, which use is constructed or located on the same lot with and customarily incidental to the principal use of such lot, when authorized and approved in writing by Developer.

"Architectural Guidelines" shall have the meaning set forth in paragraph III H (3).

"Building Coverage" shall mean the total horizontal area of the roofs, roof decks, elevated gardens, etc., of a building or buildings on a single lot.

"Building Set Back" shall mean the area between a lot line or Street Right-of-Way and an imaginary line paralleling the lot line or right-of-way. This area shall remain open to the sky and shall not be encroached upon by any projection of a building or any accessory building.

"Building Site" shall mean any tract, lot or portion thereof within Renaissance (including without limitation all set back, landscape buffer and open areas), upon which a building or buildings and appurtenant structures may be erected, including without limitation any lot appearing on any approved recorded subdivision of Land Development Plan pertaining to the property subject to these Protective Covenants. All portions of the tract of land (the "Commons Parcel") that are or become subject to the First Amended and Restated Declaration of Condominium of the Commons at Renaissance Condominium, dated October 12, 1988 and recorded in Book 4890, page 1997, as amended by Amendment dated October 4, 1990, and recorded in Book 4960, page 1132 (the "Condominium") and that certain Declaration Plat thereof by Welsh Associates dated August 27, 1990 and recorded in connection therewith (the "Plat") shall be deemed a single Building Site so long as such portions remain part of the Condominium or any successor single condominium form of ownership. If (a) portions or parcels are withdrawn from the Condominium, or if (b) the Condominium or any successor condominium form of ownership is disbanded, then such portions or parcels that are no longer part of such condominium shall be deemed separate Building Sites for purposes hereof.

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"Common Areas" shall mean all roadways, streets, not now or hereafter dedicated and accepted as such by the applicable governmental authority (including without limitation) Renaissance Boulevard and Horizon Drive as they presently exist or as the same may from time-to-time be relocated or extended signs, rights-of-way, easements, walkways, (other than portions of walkways which serve only one Building Site), driveways (other than such portions of driveways which serve only one Building Site), curbs, fountains, retention basins, median strips, jogging paths, utility facilities and other areas or other improvements benefitting Renaissance, and other common facilities designated by Developer from time to time for use by more than one Building Site in Renaissance. Subject to Paragraph XII D below, Developer shall have the right at all times to add or remove facilities from the Common Areas.

"Improved Building Site" shall mean any Building Site upon which the construction, installation or erection of improvements, other than utilities or street rights-of-way, has commenced.

"Developer" shall mean Swedeland Road Corporation and any successor or assign of that corporation, or any entity appointed pursuant to Article IX below.

"Employee" shall mean any officer, director, employee or agent of any Tenant.

"Impervious area" shall mean the total horizontal area of all surfaces on the lot which are designed or constructed to shed water or limit natural percolation of water into the soil below the level of absorption of a grass field; i.e., roofs, paved parking lots, paved driveways, etc.

"Front wall" shall mean any wall which faces a street right-of-way within Renaissance. Buildings constructed on corner Building Sites shall be considered to have two front walls.

"Front yard" shall mean the area between the Street Right-of-Way line and the Paving Set Back line.

"Owner" shall mean the person, persons, entity or entities holding legal or equitable title to a Building Site and as used in the context of these Protective Covenants, if there be more than one owner of any Building Site all of said owners are herein collectively called "Owner."

"Paving Set Back" shall mean the area between a lot line or Street Right-of-Way and an imaginary line paralleling the lot line or right-of-way. This area shall remain lawn or planting area and shall not be encroached by any paved area except for access drives or access walks from an adjoining Street Right-of-Way. As applied to rear yards and side yards, if there is a coordinated development plan that provides adequate access and parking for multiple and/or adjoining lots said green area (lawn and plantings) requirements may be altered or waived at Developer's sole discretion.

"Rear yard" shall mean the area between the lot line and the Paving Set Back.

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"Side yard" shall mean the area between the lot line or Street Right-of-Way and the Paving Set Back.

"Street Right-of-Way" shall mean any existing or proposed right-of-way or easement for vehicular or pedestalling traffic which is intended to be dedicated to Upper Merion Township or any other governmental authority or which is for the common and non-exclusive use of the owners, tenants, or occupants of two or more Building Sites.

"Street Right-of-Way within Renaissance" shall mean any existing or proposed Street Right-of-Way or easement for vehicular or pedestalling traffic within Renaissance.

"Tenant" shall mean any occupant of a Building Site, including without limitation owner-occupants, lessees and mortgagees in possession.

"Undeveloped lot or Building Site" shall mean any Building Site upon which no construction, installation or erection of improvements, other than utilities or Street Right-of-Ways, has commenced.

"Visitor" shall mean any contractor, subcontractor, patron, visitor or invitee or any Tenant or Employee.

III. GENERAL COVENANTS

A. PERMITTED USES. Subject to the provisions set forth herein, all lands, buildings and improvements comprising Renaissance shall be used for the following purposes and no other:

1. Business or professional office, art or photography studio, bank, savings and loan or other financial institutions.
2. Laboratory research or office facilities for scientific, medical, agricultural or industrial research and development.
3. Wholesaling, warehousing and distributing, excluding the interior or exterior storage and sale of coal, lumber, petroleum distillates or highly flammable materials.
4. Light manufacturing of beverages, confections, cream, all food products (exclusive of meat and fish packing), ceramics, clothing, plastics, electrical goods, furniture, hardware, tools dies, pattern, scientific instruments, jewelry, timepieces, optical goods, musical instruments, toys, cosmetics, tobacco products, drugs and products of previously prepared metallic and nonmetallic materials.
5. A passenger station terminal for public transportation or Helistop when authorized by the Developer.

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6. The outside storage of materials, supplies, finished products and other items of personalty, provided that the same are confined to the rear half of the property within the building lines and further provided that the area devoted to said storage shall not exceed twenty-five percent (25%) of the ground floor area covered by the building on the lot.

7. Any use of the same general character as any of the uses hereinbefore specifically permitted when authorized by Developer.

A.1 PROHIBITED USES/NO HAZARDOUS SUBSTANCES. No owner, occupant, employee, agent, tenant or business invitee of the same shall store or otherwise use any of the following materials or substances. Provided, however, that any of the following substances may be used or stored on property located in the Renaissance Park provided such material is used, stored and maintained in accordance with all applicable local, state and federal laws:

(a) Any hazardous substance as defined in 42 U.S.C.A. Section 9601 (14), as amended from time to time, including, but not limited to, any that are listed in the United States Department of Transportation Hazardous Materials Table and the List of Hazardous Substances at 49 CFR 172.101 et seq., as amended from time to time, any that are listed in the lists of Hazardous Wastes at 40 CFR 261 Subpart D, as amended from time to time; and any pollutant or contaminant as defined in 42 USCA Section 9601 (33), as amended from time to time.

(b) Any materials, substances or wastes that pose a danger to health or the environment and any materials or substances that are or become regulated by any local or county governmental authority, the State of Pennsylvania, or the United States, because of toxic, flammable, explosive, corrosive, reactive, radioactive, infectious, carcinogenic, teratogenic or mutagenic characteristics or properties.

B. USES PERMITTED BY SPECIAL APPLICATION. The following uses shall be permitted uses in those certain locations and areas of Renaissance as approved and designed by Developer upon submission of a Special Application by an Owner.

1. Restaurant, or other place serving food or beverages; provided, however, that an outdoor counter, drive-in or curb service shall not be permitted, provided further that the sale or consumption of alcoholic beverages shall be prohibited unless authorized by the Developer.

2. Retail establishment for sale of dry goods, variety merchandise, clothing, foods, beverages, drugs, furnishings or other household supplies; sale and repair of jewelry, clocks, optical goods, musical instruments or scientific or professional instruments; florist shop.

3. Personal service shop, including barber, beauty salon, shoe repair, tailor, dressmaking and pickup for dry cleaning and laundry.

4. Indoor theater, billiard room, health club or other place of indoor amusement or recreation.

5. Municipal or commercial parking garage or lot, other than the required parking space provided by establishments within the districts.

6. Club, lodge or hotel.

C. **ACCESSORY USES.** The uses set forth and permitted in paragraph III. B above (Uses Permitted by Special Application) may also be Accessory Uses to the permitted uses set forth in paragraph III. A above. Provided, however, that such Accessory Uses to any permitted uses (those uses set forth in Paragraph III. A, above) must also be approved by Developer and must be located in only those areas specifically designated in such approval by Developer. Any Accessory Use must be specifically authorized and approved in writing by Developer, otherwise such Use shall be deemed to be in violation of these Covenants.

D. **COORDINATED MIXED USE DEVELOPMENTS.** Any Owner who owns at least 20 contiguous acres may upon application to Developer apply for approval of a Coordinated Mixed Use Development that may include all or any of the permitted uses, uses permitted by Special Application and/or accessory uses including residential use. Any Coordinated Mixed Use Development must be approved by Developer.

E. **BUILDING SETBACK.** Except as existing on the date hereof, or as shown on a Development Plan in existence and approved by Upper Merion Township on the date hereof, or as otherwise authorized by the Developer, no buildings or other structures shall be erected nearer than sixty feet (60') from any Street Right-of-Way, or nearer than thirty feet (30') from any side property line; or nearer than fifty feet (50') from any rear property line where such rear property line is bordering any other property subject to these Park Covenants.

F. **PAVING SETBACK.** Except as existing on the date hereof or as shown on any existing approved Development Plan as described in Section III E above or as otherwise authorized by the Developer, no paving surface shall be placed nearer than 50'-0" from a Street Right-of-Way or 10'-0" from any lot line along Renaissance Boulevard; and so long as existing and required landscaping berms are preserved, 40'-0" along Horizon Boulevard.

G. **SIZE LIMITS.**

1. **BUILDING COVERAGE.** The maximum building coverage shall be forty-five percent (45%) of the total lot area of any Building Site.

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APPENDIX A3

Settlement between the Group and O'Neill Properties

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this 12th day of March, 2003 ("the Effective Date") between Crater Resources, Inc., Haploid Corporation, Swedeland Road Corporation, RAGM Settlement Corp., Each Parcel Asis, Inc., OutParcel, Inc., and RT Option Corp. Inc. (hereinafter collectively referred to as "the Pasquale Entities"), Keystone Coke Company ("Keystone"), Vesper Corporation ("Vesper"), Beazer East, Inc. ("Beazer") (the Pasquale Entities, Keystone, Vesper and Beazer hereinafter collectively referred to as the "PRPs") and O'Neill Properties Group, L.P. ("OPG"), Renaissance Land Associates, L.P., Renaissance Land Associates II, L.P., Renaissance Land Associates III, L.P., and all of their general partners, limited partners, successors, assigns, and development affiliates (OPG and the Renaissance Land entities hereinafter collectively referred to as "O'Neill").

W I T N E S S E T H:

WHEREAS, on April 30, 2001, the U.S. Environmental Protection Agency ("EPA") issued a Unilateral Administrative Order, Docket No. 3-2001-0009 ("UAO"), directing certain of the PRPs herein and other potentially responsible parties to implement the environmental remediation of the Crater Resources Superfund Site in King of Prussia, Upper Merion Township,

Pennsylvania (the ``Site'') as set forth in the Record of Decision (``ROD'') issued by EPA on September 27, 2000;

WHEREAS, among other remedial activities, the ROD calls for multi-media caps to be placed over property known as Quarries 1 and 2 at the Site, as designated on the attached Figure 1;

WHEREAS, as another part of the selected remedy for the Site, the ROD also calls for further investigation of the former WAL pipeline on the Site and the removal and off-site disposal of any media containing contaminant levels above human health or ecological risk-based concentrations, as well as the excavation and off-site disposal of any hardened tar material from past WAL pipeline leaks;

WHEREAS, as another part of the selected remedy for the Site, the ROD also calls for monitored natural attenuation of the groundwater and provides a contingent groundwater remedy;

WHEREAS, as another part of the selected remedy for the Site, the ROD also calls for implementation of institutional controls;

WHEREAS, the ROD may be amended or modified to require additional remedial activities at the Site;

WHEREAS, for the price of \$6,017,900 plus additional purchase price adjustments, O'Neill has purchased 26.86 acres of property surrounding and including Quarries 1 and 2 at the Site from the Pasquale Entities, as indicated on the attached Figure 1 (the "O'Neill Property"), with the intent to develop the O'Neill Property;

WHEREAS, pursuant to the Tenth Amendment to Agreement of Sale, O'Neill agreed to purchase the O'Neill Property from the Pasquale Entities in its "AS-IS - WHERE-IS" condition with all faults, and O'Neill expressly released the PRPs from and against any claim of any nature whatsoever relating to the O'Neill Property or the condition of same, including without limitation any environmental conditions or hazardous materials located thereon, and O'Neill assumed all risk with respect to any of the foregoing, except only that the release did not apply to matters covered by any Indemnity Agreement entered into by the PRPs and O'Neill;

WHEREAS, the PRPs and O'Neill entered into an Indemnity Agreement, consisting of a document entitled Indemnity Agreement and a separate letter agreement, both dated October 30, 2000, in which the PRPs agreed to indemnify O'Neill against certain Remediation Costs for the O'Neill Property under certain conditions (the "Indemnity Agreement");

WHEREAS, a dispute has arisen between the PRPs and O'Neill over the amount to be reimbursed O'Neill under the Indemnity Agreement;

WHEREAS, the PRPs paid O'Neill [REDACTED] in May 2002 pursuant to the Indemnity Agreement for Remediation Costs which O'Neill had incurred relating to the O'Neill Property to that point in time ("Prior [REDACTED] Payment"), and without prejudice to O'Neill's rights and remedies on the existing dispute, including whether the PRPs owe additional reimbursement to O'Neill under the Indemnity Agreement and, if so, the amount;

WHEREAS, the PRPs and O'Neill agree that O'Neill should address and remediate the environmental conditions at the O'Neill Property in a manner and on a schedule consistent with its plans for the development of the O'Neill Property and O'Neill's overall corporate objectives, and as required by the ROD and the UAO, and in compliance with all applicable federal and state environmental laws and regulations and relevant guidance documents; and

WHEREAS, the PRPs and O'Neill agree that the PRPs should buy out of all liability with respect to the O'Neill Property (with the exception only of the Excluded Claims defined below) by paying to O'Neill a fixed sum, pursuant to the terms of this Settlement Agreement, in full satisfaction of any and all past, present and future liability associated with the O'Neill Property

(other than the Excluded Claims), and O'Neill should settle all claims that it has made or could make, now, in the past or in the future, against the PRPs associated with the O'Neill Property under the Indemnity Agreement or otherwise, and therefore the parties are willing to settle such claims.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

I. Definitions

1.1 Terms defined in the Indemnity Agreement shall have the meanings ascribed to them in that agreement unless defined otherwise in this Settlement Agreement. Terms defined elsewhere in this Settlement Agreement shall have the meanings ascribed to them where they are defined, and terms defined in this Part I shall have the meanings described in this Part.

1.2 "Covered Claim" means any claim of O'Neill for reimbursement by the PRPs under the Indemnity Agreement or otherwise, and further means any other claim, suit, demand, legal action, requirement, request for relief, loss, cost, expense or liability of any type whatsoever, past, present or future, whether or not under the Indemnity Agreement, whether

legal or equitable in nature, and whether incurred, to be incurred, paid or to be paid by O'Neill, or sought, asserted or made, or which could be, or could have been, made, filed or pursued by a third party or by, through or from a judicial, administrative or other governmental agency or entity, including without limitation the EPA, the Pennsylvania Department of Environmental Protection ("PaDEP"), or any other regulatory authority, that relates to or arises from the O'Neill Property, including without limitation to the environmental condition of the O'Neill Property, or to performance of the Environmental Work or failure to perform the Environmental Work at the O'Neill Property by O'Neill, the PRPs or others, and that seeks any relief of any type whatsoever, including without limitation: mandamus, injunctive relief, indemnification, contribution, declaration of rights, attorney fees, costs of litigation, direct, indirect or consequential damages (including but not limited to cleanup costs and lost profits), restitution, environmental cleanup, the costs of preventing violations or further violations of Environmental Law in connection with all or any portion of the O'Neill Property, or any property presently or in the future affected by the O'Neill Property or by work, activities or operations on the O'Neill Property (other than work, activities or operations on the O'Neill Property performed by the PRPs with gross negligence or willful misconduct), the cost of taking actions with respect to Hazardous Substances in the Environment at the O'Neill Property,

the costs of environmental investigation, remediation, mitigation, removal or corrective action or a share of any such costs, reversal, modification, or vacating of any governmental or judicial actions or the costs of achieving or attempting to achieve same, fines, penalties, or any other relief under any Environmental Law; it being understood, however, that Covered Claims do not include Excluded Claims as defined in Section 1.3; it being further understood that Covered Claims include claims associated with property outside the O'Neill Property only to the extent that the O'Neill Property, or work, activities or operations on the O'Neill Property (other than work, activities or operations on the O'Neill Property performed by the PRPs with gross negligence or willful misconduct), presently or in the future affects or will affect the property outside the O'Neill Property.

1.3 "Excluded Claims" mean claims for 1) natural resource damages associated with the Site; 2) EPA oversight costs for EPA oversight for work at the O'Neill Property or at the Site, but not including any and all such payments of whatever nature made by O'Neill prior to the Effective Date of this Settlement Agreement; 3) environmental costs for implementing monitored natural attenuation of the groundwater at the Site and the contingent groundwater remedy contained in the ROD, other than the costs of installing monitoring/recovery wells in or on Quarries 1 and 2 and the areas immediately surrounding Quarries 1

and 2, however, the PRPs and not O'Neill shall be responsible for the operation and maintenance of such monitoring/recovery wells (this exclusion does not apply to new groundwater contamination that is affirmatively caused by O'Neill or its agents); 4) EPA claims against the PRPs for their alleged failure to satisfy the ROD, UAO or other such administrative or Court Orders, other than any such claims related to or arising from the Environmental Work, the O'Neill Property, or O'Neill's performance or nonperformance of its obligations under this Settlement Agreement; 5) environmental costs related to or arising from the Site but outside the O'Neill Property, other than any such costs affected presently or in the future by the O'Neill Property or by work, activities or operations on the O'Neill Property (other than work, activities or operations on the O'Neill Property performed by the PRPs with gross negligence or willful misconduct); and 6) enforcement of this Settlement Agreement.

1.4 "Environmental Work" means any and all necessary actions to comply with the ROD and the UAO at and with respect to the O'Neill Property, including but not limited to all actions to investigate, remediate, mitigate, address, protect against and/or clean up Hazardous Substances and environmental conditions in the Environment; removal actions and/or corrective actions as to the Environment; actions to monitor, operate and maintain equipment, structures or other features which are part of the Site remediation or cleanup relating to the Environment;

actions to comply with any Applicable or Relevant and Appropriate Requirements (ARARS); and any other closure, post-closure care or other actions relating to the Environment, and including but not limited to actions required by PaDEP, EPA or any other regulatory authority pursuant to the UAO, the ROD, any amendment or modification of the UAO or the ROD, or any subsequent order, consent order, consent decree, decision or determination by PaDEP, EPA or other regulatory authority, relative to the Environment, but excludes actions solely to carry out the monitored natural attenuation of the groundwater at the Site or the contingent groundwater remedy contained in the ROD, other than the installation of monitoring/recovery wells in or on Quarries 1 and 2 and the areas immediately surrounding Quarries 1 and 2.

1.5 "Environment" means any environmental media, including but not limited to surface water, soil, sediments, land surface or subsurface strata, or the ambient air, at, under or above the O'Neill Property, or any portion of the O'Neill Property, or any other property affected presently or in the future by the O'Neill Property or by work, activities or operations on the O'Neill Property. "Environment" also means the groundwater at the Site to the extent that the Environmental Work, other than the monitored natural attenuation of the groundwater at the Site or the contingent groundwater remedy contained in the ROD, impacts and protects groundwater.

1.6 "Environmental Law" means any federal, state or local law, statute, ordinance, rule, regulation, order, guidance, consent order or decree, judgment or common-law doctrine (whether based on negligence, strict liability or otherwise), and provisions and conditions of permits, licenses and other operating authorizations, relating to (i) pollution and/or protection of the environment and/or natural resources; (ii) exposure of persons, including employees, to Hazardous Substances in the environment; (iii) protection of the public health and/or welfare and/or the environment from the effects of discharges, emissions or Releases of Hazardous Substances into the environment; or (iv) regulation of the introduction into commerce of Hazardous Substances from the environment, including, without limitation, their labeling, transportation, handling, storage and disposal.

1.7 "Hazardous Substances" means any toxic or hazardous pollutant, contaminant, chemical product, raw material, chemical, chemical constituent, by-product or waste of any type or nature whatsoever, any other "hazardous substance" as that term is now defined, or may hereafter be defined, in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended, or in any other local, state or federal law, regulation, order or

guidance, and any other Site contaminant or chemical of concern for which EPA or PaDEP requires Environmental Work.

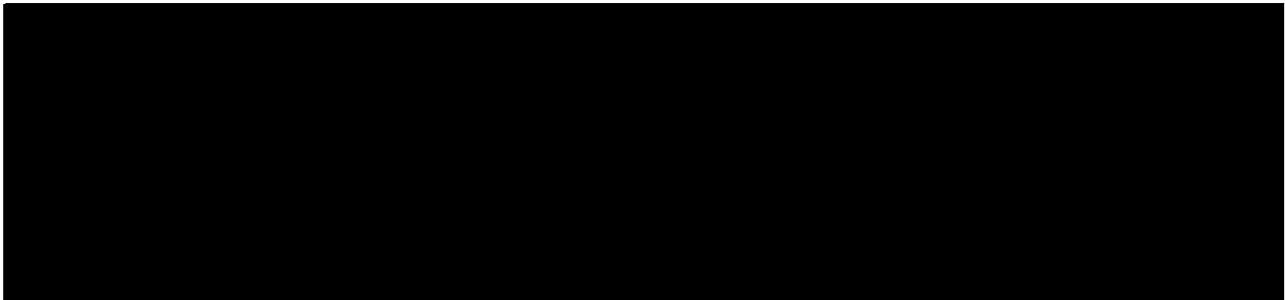
1.8 "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or dispensing into the environment.

1.9 "Remediation Fund" means the Crater Resources Superfund Site Qualified Settlement Fund established under the Settlement Agreement and Consent Decree filed in Civil Action No. 97-CV-6074 in the United States District Court for the Eastern District of Pennsylvania.

1.10 References to the "ROD" and the "UAO" include any amendment and modification thereof, and any subsequent order, consent order, consent decree, decision or determination by PaDEP or EPA, whether or not those terms are stated expressly.

II. Agreement

2. Payment by PRPs



2.4 When all the Settlement Monies are released from the Escrow account, 50% of the interest on the monies deposited into the Escrow Account will be released to O'Neill and 50% will be released to the PRPs. Any tax on interest shall be split 50% - 50% between the PRPs and O'Neill.

3. Environmental Work by O'Neill

3.1 Except as provided in Sections 3.2, 4.3, 4.4 and 4.5 below, O'Neill shall perform any and all Environmental Work. O'Neill shall perform the Environmental Work to the satisfaction of EPA, including without limitation in accordance with the ROD, the UAO, any amendment or modification thereof, and any subsequent order, decision or determination of EPA and any schedule imposed by EPA. O'Neill shall perform the Environmental Work at its sole cost and expense, other than for payment of the Settlement Monies by the PRPs as set forth in this Settlement Agreement.

3.2 O'Neill shall not be responsible for carrying out the monitored natural attenuation of the groundwater for the Site or the contingent groundwater remedy contained in the ROD, including at or with respect to the O'Neill Property, other than the installation of monitoring/recovery wells in or on Quarries 1 and 2 and the areas immediately surrounding Quarries 1 and 2; provided, however, that O'Neill will be responsible for new

groundwater contamination that is affirmatively caused by O'Neill or its agents. O'Neill shall not be responsible for payment of any of the Excluded Claims (except claims to enforce this Settlement Agreement) or performance of environmental work to the extent it is part of any of the Excluded Claims (except claims to enforce this Settlement Agreement).

3.3 O'Neill accepts and assumes the risk that the cost of the Environmental Work and/or any other liabilities related to or arising from the O'Neill Property, other than the Excluded Claims, may exceed the total amount of the Settlement Monies. With respect to the Environmental Work, if completion of the Environmental Work costs O'Neill more than the total amount of the Settlement Monies, O'Neill shall be entitled to no additional monies or indemnification from the PRPs or the Remediation Fund and O'Neill nevertheless shall remain fully responsible for completion of the Environmental Work to the satisfaction of EPA as set forth in Section 3.1 above.

3.4 If EPA requires additional financial assurance from O'Neill regarding performance of the Environmental Work, then O'Neill shall notify the PRPs in writing and the PRPs will permit O'Neill to be the beneficiary of any financial assurance previously provided to EPA concerning the Site; provided, however, that the PRPs will have no obligation to permit O'Neill to be a beneficiary of the PRPs' financial assurance if doing so

would increase the financial assurance that the PRPs must provide to EPA or otherwise increase the burden on the PRPs.

4. Mutual Releases and Indemnity; Remedies for Failure to Perform

4.1 Effective upon payment by the PRPs of [REDACTED] to O'Neill and deposit by the PRPs of [REDACTED] into the designated Escrow Account pursuant to Paragraphs 2.2.2 and 2.2.3 above, O'Neill, its parents, subsidiaries, affiliates, successors and assigns, and the officers, directors, shareholders, employees, partners, heirs, trustees, administrators and representatives of each of the foregoing (collectively, the "O'Neill Parties") release the PRPs and their parents, subsidiaries, affiliates, successors and assigns and the officers, directors, shareholders, employees, partners, heirs, trustees, administrators and representatives of each of the foregoing (collectively, the "PRP Parties") from, will assume from the PRP Parties and will defend (with counsel chosen by O'Neill but reasonably acceptable to the PRP Parties), indemnify and hold harmless the PRP Parties from and against, any and all Covered Claims (but not the Excluded Claims), including the costs of defense and the costs of any Environmental Work.

4.2 If a third party institutes or asserts a Covered Claim against any one or more of the PRP Parties and the PRPs provide written notice thereof to O'Neill, O'Neill shall promptly assume the defense of such third party claim in its own name or in the name of the PRP Parties in question, at the option of said PRP Parties, and at O'Neill's sole cost and expense, with counsel chosen by O'Neill but approved by said PRP Parties, which approval shall not be unreasonably withheld or delayed. The PRPs shall provide such written notice of a third party Covered Claim as well as copies of any pleadings and other documents related to the claim received by the PRP parties to O'Neill as soon as possible and shall reasonably cooperate with O'Neill in assisting the defense of such Covered Claim. A PRP Party subject to a third party Covered Claim shall submit to O'Neill detailed invoices identifying out-of-pocket costs incurred in the defense of such third party Covered Claim, and O'Neill shall also reimburse the PRP Parties for any and all out-of-pocket costs the PRP Parties reasonably incur in addressing or assisting O'Neill in addressing such claim, provided, however, that if more than one PRP Party is subject to such a claim, O'Neill shall reimburse the attorneys' fees of the attorneys for only one of such PRP Parties, as designated by such PRP Parties.

4.3 If O'Neill fails to perform any of the Environmental Work to the satisfaction of EPA, including without limitation

failure to complete any Environmental Work within any schedule imposed by EPA, except for failures or delays caused by the PRPs or the PRPs' agents and representatives, including the PRPs' SC, and EPA notifies the PRPs and/or O'Neill of O'Neill's failure, O'Neill shall have thirty (30) days from notification to cure the failure to perform, unless a shorter or longer deadline is or has been imposed by EPA or the PRPs agree in writing to a longer period (the "cure period"); the cure period begins when EPA or the PRPs (in instances when the EPA notification is delivered to the PRPs) notify O'Neill of the failure to perform, whichever is earlier. O'Neill shall bear any and all costs and expenses arising from the failure to perform (except for failures or delays caused by the PRPs or the PRPs' SC). Unless O'Neill cures by the close of the cure period, as determined by EPA notifying the PRPs that O'Neill's failure to perform has been cured, then the PRPs in their sole discretion may immediately, upon written notice to O'Neill, take over performance of all or part of the Environmental Work, and perform such Environmental Work to the satisfaction of EPA. If the PRPs do not take over the work immediately, then they may in their sole discretion take over all or part of the work at anytime thereafter, upon written notice to O'Neill, and any delay by the PRPs in taking over the work (such as, but not limited to, to permit O'Neill to attempt to reverse EPA's determination) does not constitute a waiver of the PRPs' right to take over the work; provided, however, that if, before the

PRPs send written notice to O'Neill that they are taking over the work, the PRPs receive notice from EPA that O'Neill's failure to perform has been cured, or the PRPs receive notice from EPA that EPA has reversed its previous determination that there was a failure to perform, then the PRPs will no longer have the right under this section to take over the work for that one failure to perform. The PRPs will notify O'Neill immediately of any determination by EPA that O'Neill's failure to perform has or has not been cured or that EPA has or has not reversed its previous determination that O'Neill failed to perform. If O'Neill notifies the PRPs that it has cured, then the parties will request EPA to make its determination as to whether O'Neill has cured and, at the request of O'Neill, the PRPs may in their sole discretion delay taking over the work following the cure period and pending EPA's determination, and O'Neill will bear all costs, damages and expenses arising from the delay; however, nothing in this provision limits the PRPs' right in their sole discretion to take over all or part of the work at any time following the cure period pending EPA's determination. Upon receipt of written notice from the PRPs that they are taking over all or part of the Environmental Work pursuant to this section, O'Neill shall immediately cease its performance of the Environmental Work that the PRPs are taking over, and O'Neill shall receive no reimbursement from the Escrow Account or other payment from the PRPs for any such work performed after receipt of written notice that the PRPs are

taking over that work; provided, however, that if the PRPs take over less than all of the Environmental Work, O'Neill will remain obligated to complete the remaining Environmental Work.

4.4 Upon receipt from the PRPs of written notice that the PRPs are taking over performance of all or part of the Environmental Work under Section 4.3 above, O'Neill shall be liable for all costs and expenses (including without limitation attorneys and experts fees, disbursements and costs) paid or incurred by the PRPs in connection with such Environmental Work, and shall promptly reimburse the PRPs for such fees, costs and expenses upon submission of bills for such by the PRPs, or pay such bills directly, at the PRPs' option. The PRPs may use any remaining Settlement Monies in the Escrow Account (including interest) to reimburse any and all costs and expenses they incur in the performance of any Environmental Work pursuant to Section 4.3 above. If the PRPs take over performance of all or part of the Environmental Work pursuant to Section 4.3 above, O'Neill's obligations for the costs of, and to indemnify and defend the PRPs for and against, any and all Covered Claims will remain the same, and such obligations will not be reduced or diminished except insofar as the PRPs are otherwise reimbursed or indemnified by O'Neill or from the Settlement Monies.

4.5 If O'Neill fails to perform any of the Environmental Work to the satisfaction of EPA and fails to cure within the

cure period, and the PRPs elect to perform all or part of the Environmental Work, then O'Neill will cooperate with the PRPs to enable them to complete such work as cost effectively and expeditiously as possible, including without limitation, O'Neill will provide the PRPs, at no cost, with full and complete access to the O'Neill Property and to all non-privileged records, documents and database information in O'Neill's control relevant thereto, to allow the PRPs to perform such Environmental Work to the satisfaction of EPA. In performing Environmental Work on the O'Neill Property, the PRPs in good faith will act reasonably to limit interference with O'Neill's development activities and the business activities on O'Neill's Property, consistent with compliance with the UAO and the expeditious completion of the Environmental Work to EPA's satisfaction; the PRPs will limit access to normal business hours or will provide advance notice of access during other hours, and will make requests for documents or data in writing if requested by O'Neill. The PRPs will also confer with O'Neill about specific access routes, but this agreement to confer does not give O'Neill right to deny any access.

4.6 If O'Neill fails to undertake the defense of a third party Covered Claim against any one or more of the PRP Parties promptly after notice from the PRPs, and/or fails to take reasonable steps to defend diligently such claim with counsel reasonably acceptable to the PRP Parties, then the PRP Parties

may assume the defense of such third party Covered Claim, and O'Neill shall be liable for all reasonable costs and expenses (including without limitation all attorneys and experts fees, disbursements and costs) paid or incurred by the PRP Parties in connection with such defense, and, upon receipt from the PRP Parties of invoices specifying the costs and expenses reasonably incurred, shall promptly reimburse the PRP Parties for such fees, costs and expenses, or pay such bills directly, at the option of the PRP Parties.

4.7 If O'Neill notifies the PRPs that it will not or cannot complete the Environmental Work, or if legal or financial circumstances will prevent O'Neill from completing the Environmental Work, then the PRPs will take over the remaining Environmental Work and the provisions in this Part 4 for failure to perform shall apply.

4.8 Effective upon the signing of this Settlement Agreement, the PRP Parties covenant not to sue the O'Neill Parties for (i) liability for all past costs incurred by the PRP Parties concerning the O'Neill Property, and (ii) any and all of the Excluded Claims and, further, the PRP Parties agree to defend, indemnify and hold harmless the O'Neill Parties from and against the liabilities set forth in (i) and (ii) herein (other than claims to enforce this Settlement Agreement); provided, however, that if O'Neill is not in full compliance with this

Settlement Agreement and the ROD, or has not performed all work necessary for the PRPs to be in compliance with the UAO with respect to the O'Neill Property, or if conditions exist as set forth in either Section 4.3 or 4.7 triggering the PRPs' right to take over the Environmental Work, then this covenant not to sue and this agreement to defend, indemnify and hold O'Neill harmless are null and void. Effective upon the completion of the Environmental Work by O'Neill and upon unconditional written certification by EPA of the completion of the remedial action at and with respect to the O'Neill Property or an equivalent written approval by EPA of the completion of the Environmental Work by O'Neill, the PRP Parties release the O'Neill Parties from, and will assume from the O'Neill Parties and will defend (with counsel chosen by the PRP Parties but reasonably acceptable to the O'Neill Parties), indemnify and hold harmless the O'Neill Parties from and against, (i) liability for all past costs incurred by the PRP Parties concerning the O'Neill Property, and (ii) any and all of the Excluded Claims (other than claims to enforce this Settlement Agreement).

4.9 The parties each agree to cooperate fully in the defense, handling, negotiation and/or settlement of any third party Covered Claim or Excluded Claim, and to keep the other party informed on a timely basis of the conduct of the defense of any and all indemnified Covered Claims or Excluded Claims.

4.10 A failure to give prompt notice of a third-party Covered Claim or Excluded Claim will not deprive any of the PRP Parties or the O'Neill Parties of their respective rights under this Settlement Agreement or otherwise affect the rights of the PRP Parties or the O'Neill Parties or the obligations of the PRPs or O'Neill hereunder except and only to the extent that any of the O'Neill Parties suffers damages with respect to the Covered Claim directly and solely as a result of the failure of the PRPs to give prompt notice of it, or that any of the PRP Parties suffers damages with respect to the Excluded Claim directly and solely as a result of the failure of O'Neill to give prompt notice of it.

5. Access and Cooperation

5.1 The parties each agree to cooperate fully in the performance of the Environmental Work, and in the performance of environmental work on the Site other than at the O'Neill Property.

5.2 In order to assist the PRPs in monitoring the performance of the Environmental Work, O'Neill will afford the PRPs, their contractors, experts, representatives and other agents reasonable access to the O'Neill Property and all non-privileged records, documents and database information in O'Neill's control relevant thereto; provided, however, that such

access may be restricted or conditioned by O'Neill as may be reasonably necessary for the operation of its business and the protection of privileged information.

5.3 The parties each agree to cooperate fully to facilitate the PRPs' monitoring of the Environmental Work for consistency with the ROD, the UAO and any subsequent orders, decisions and determinations of EPA. In particular, and without limitation, O'Neill and its contractors will continue the parties' practices of submitting to the PRPs' SC and the PRPs any and all draft and final documents to be submitted to EPA, with adequate time for review and comments by the PRPs' SC and the PRPs, and to notify the PRPs' SC of meetings scheduled with EPA or PaDEP (in person or by telephone) regarding the Environmental Work. The PRPs' SC and the PRPs will review each such document no later than fifteen (15) days following its receipt from O'Neill or five (5) business days following the day O'Neill complies with any information request relating to said document, whichever is later. All such documents will be submitted to EPA by the PRPs' SC upon the PRPs' SC's and PRPs' determination that said documents are appropriate for submission based upon the PRPs' obligations under the UAO. If the PRPs' SC and/or the PRPs determine that any of said documents are not appropriate for submission to EPA, then the parties agree to confer informally to attempt to resolve the disagreement. If informal conferencing is unsuccessful, the parties agree to

request informal guidance from EPA, and O'Neill agrees to modify the documents in accord with EPA's guidance; the PRPs' SC and the PRPs will then review the modifications in accord with this paragraph. Following these steps, or if EPA does not provide informal guidance, the PRPs' SC will then submit the documents to EPA. Nothing in this section limits in any way the authority of the PRPs and the PRPs' SC to submit comments to EPA setting forth the PRPs and/or the PRPs' SC's disagreements with the documents, and O'Neill acknowledges that authority. O'Neill and its contractors will regularly inform the PRPs' SC and the PRPs of the progress of the Environmental Work and will immediately inform the PRPs' SC and the PRPs of contacts with EPA or PaDEP or other events that have the potential of affecting the Environmental Work on the O'Neill Property or other environmental work at the Site. O'Neill and its contractors will respond promptly to reasonable requests for information from the PRPs' SC or the PRPs. The PRPs' SC and the PRPs will perform document review and other monitoring activities in good faith and reasonably promptly.

5.4 If O'Neill receives any order, decision, determination or claim from EPA or PaDEP pertaining to the Site, it will immediately notify the PRPs' SC and the PRPs. If the PRPs receive any order, decision, determination or claim from EPA or PaDEP pertaining to the Site that relates to or impacts the O'Neill Property, they will immediately notify O'Neill.

5.5 The parties further agree to cooperate and consult with each other, and assist each other, to effectuate this Settlement Agreement in a cost effective manner.

6. Quarry 3

6.1 O'Neill agrees that stormwater run-off from Quarry 3 will drain into one or more retention basins constructed by O'Neill on the O'Neill Property, without cost to the PRPs.

6.2 Consistent with the Indemnity Agreement, O'Neill at all times shall accord the PRPs and their representatives and agents, including the PRPs' SC, adequate and reasonable access to the O'Neill Property to enable implementation of any and all necessary or desirable Remediation or other response actions, including without limitation with respect to Quarry 3. In performing environmental work on the Site, the PRPs in good faith will act reasonably to limit interference with O'Neill's development activities and the business activities on O'Neill's Property, consistent with compliance with the UAO and the expeditious completion of the Environmental Work to EPA's satisfaction; the PRPs will limit access to normal business hours or will provide advance notice of access during other hours, and will make requests for documents or data in writing if requested by O'Neill. The PRPs will also confer with O'Neill

about specific access routes, but this agreement to confer does not give O'Neill right to deny any access.

7. Applicable Law

7.1 All matters pertaining to the validity, construction, interpretation and effect of this Settlement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

8. Dispute Resolution

8.1 If any dispute or disagreement arises between the parties, then the parties shall confer and make best efforts to resolve the dispute or disagreement cooperatively and amicably. The PRPs and the PRPs' SC will not withhold approval of a bill for payment that meets the three requirements of Paragraph 2.2.5 above because of a dispute unrelated to the Environmental Work for which the bill was submitted. O'Neill shall not be relieved of its responsibility to perform any and all Environmental Work with respect to the O'Neill Property to the satisfaction of EPA as the result of any disagreement or dispute between the parties; provided, however, that if the PRPs or the PRPs' SC notify O'Neill that actions by O'Neill may not be in accord with the ROD, the UAO or any subsequent order, decision or determination of EPA, then the parties shall promptly confer and may seek direction from EPA. If EPA determines that O'Neill's

actions do not or will not conform to the ROD, the UAO or any subsequent order, decision or determination of EPA, then the provisions of Sections 4.3, 4.4 and 4.5 above apply, and O'Neill shall cure within the cure period, and the failure to so cure will permit the PRPs to exercise their rights under Sections 4.3, 4.4 and 4.5 above.

8.2 After following the procedures of Section 8.1 above, all remaining disputes and claims relating to or arising out of this Settlement Agreement or the parties' relationship or creation or termination thereof (including any claims that any provision of this Settlement Agreement or any obligation of the parties hereunder is illegal or otherwise unenforceable or voidable) may be resolved by resort to the state and federal courts in Pennsylvania, including but not limited to an action for injunctive relief; provided, however, that notwithstanding the foregoing, any remaining monetary disputes, for which no injunctive relief is sought, will be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award entered by the arbitrators may be entered by any court having jurisdiction thereof. The prevailing party in any action or claims under this section shall be entitled to reasonable costs and attorney's fees from the nonprevailing party.

8.3 The PRPs shall have no personal liability under this Settlement Agreement and O'Neill's sole recourse hereunder shall be the Remediation Fund, and such liability shall not extend to any other assets of any of the PRPs, and the lien of any judgment hereunder in favor of O'Neill shall be so restricted.

9. Notices

9.1 All notices or other communications required or permitted under this Settlement Agreement shall be in writing and shall be deemed given, (i) when sent, if sent by facsimile, provided that the facsimile is promptly confirmed by written confirmation thereof, (ii) when delivered, if delivered personally to the intended recipient, and (iii) one business day later, if sent by overnight delivery via a national courier service, and in each case, addressed to a party at the following address for such party:

If to O'Neill:

O'Neill Properties Group, L.P.
700 South Henderson Road
King of Prussia, PA 19406
Attn: Richard Heany

With a copy to:

Jonathan H. Spergel, Esquire
Manko, Gold, Katcher & Fox, LLP
401 City Avenue, Suite 500

Bala Cynwyd, PA 19004
Telecopy: (484) 430-5711

If to Keystone:

Keystone Coke Company
530 Beacon Parkway West
Birmingham, AL 35209
Attn: Curtis W. Jones, Esquire
Telecopy No.: (205) 945-6528

With a copy to:

Ronald A. Sarachan, Esquire
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street - 51st Floor
Philadelphia, PA 19103-7599
Telecopy No.: (215) 864-9784

If to Vesper:

Vesper Corporation
3400 West Chester Pike, Suite 201
Newtown Square, PA 19073
Attn: Richard Almy, President
Telecopy No.: (610) 325-2178

With a copy to:

Douglas F. Schleicher, Esquire
Klehr, Harrison, Harvey, Branzburg & Ellers, LLP
260 South Broad Street, Fourth Floor
Philadelphia, PA 19102
Telecopy No.: (215) 568-6603

If to Beazer:

Beazer East, Inc.
One Oxford Center, Suite 3000
Pittsburgh, PA 15219
Attention: General Manager
Telecopy No.: (412) 208-8825

With a copy to:

William F. Giarla, Esquire
Beazer East, Inc.
One Oxford Center, Suite 300
Pittsburgh, PA 15219
Telecopy No.: (412) 208-8825

If to the Pasquale Entities:

H. Donald Pasquale
Pasquale Properties Management, Inc.
Continental Plaza
1004 W. Ninth Avenue
King of Prussia, PA 19406

and

William J. Craven
1216 North Trooper Road
Route #1
Norristown, PA 19403

With copies to:

Joseph J. McGovern, Esquire
Obermayer Rebmann Maxwell & Hippel LLP
1617 JFK Boulevard, 19th Floor
Philadelphia, PA 19103
Telecopy No.: (215) 665-3165

and

George J. Ozorowski, Esquire
Hughes, Kalkbrenner & Adshead, LLP
1250 Germantown Pike, Suite 205
Plymouth Meeting, PA 19462
Telecopy No.: (610) 279-9390

If to AGC:

Thomas M. Legel, P.E.
Advanced GeoServices Corp.
Chadds Ford Business Campus
Routes 202 & 1, Brandywine One - Suite 202
Chadds Ford, PA 19317-9676
Telecopy No.: (610) 558-2620

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

10. No Third Party Beneficiaries

10.1 This Settlement Agreement shall not confer any rights or remedies upon any person other than the PRP Parties and the O'Neill Parties.

11. Entire Settlement Agreement; Prior Agreements Remain in Effect

11.1 The parties expressly warrant and agree that the Tenth Amendment to Agreement of Sale ("Tenth Amendment") and the Indemnity Agreement remain in full force and effect, and further that, except for liability for environmental costs associated with the O'Neill Property and arising from the Excluded Claims,

this Settlement Agreement does not modify the parties' rights, responsibilities and obligations under Section 2 of the Tenth Amendment or under the Indemnity Agreement nor in any way enlarge the PRPs' liabilities under the Tenth Amendment or Indemnity Agreement. Rather, the terms of this Settlement Agreement are intended to resolve once and for all the amount of the indemnification owed by the PRPs to O'Neill for past and future costs, responsibility for completion of the Environmental Work for the O'Neill Property, the release of claims between the parties, and indemnification for any third party claims related to the O'Neill Property (the "disputed matters"). Moreover, to minimize future disputes, the parties agree in this Settlement Agreement to the procedures for O'Neill to receive indemnification payments from the Escrow Fund, the conditions under which the PRPs may perform the Environmental Work, the parties' respective obligations regarding the PRPs' access to the O'Neill Property, the parties' dispute resolution procedures, and the parties' general obligations to cooperate fully and act in good faith in the implementation of this Settlement Agreement and the performance of environmental work on the Site, including the Environmental Work, in a cost effective manner. This section does not bar any party to this Settlement Agreement from enforcing the terms of the Tenth Amendment, the Indemnity Agreement or this Settlement Agreement.

11.2 The parties further expressly warrant and agree that this Settlement Agreement sets forth the entire settlement agreement and understanding among the parties hereto with respect to the disputed matters and all previous discussions, understandings, representations, negotiations and agreements with respect to the disputed matters included in this Settlement Agreement are merged herein and therein.

12. Successors and Assigns

12.1 This Settlement Agreement may not be assigned without the prior written consent of the other parties hereto, and any purported assignment in violation of this provision shall be void. Notwithstanding the above, the benefits conferred to the O'Neill Parties pursuant to Section 4.8 of this Settlement Agreement may be assigned to a subsequent owner or occupier of all or a portion of the O'Neill Property with the prior written consent of the PRPs, which consent shall not be unreasonably denied; the PRPs' written consent or denial shall be provided within ten (10) business days of the written request for consent. This Settlement Agreement and the Figure and Attachment hereto and the agreements and actions provided for herein and therein are and shall be binding on and shall inure to the benefit of each of the parties hereto and their successors and permitted assigns.

13. Counterparts

13.1 This Settlement Agreement may be executed in two or more counterparts for the convenience of the parties. Each executed counterpart shall for all purposes be deemed an original, all of which together shall constitute in the aggregate one and the same instrument. Signature pages from one or more counterparts may be removed therefrom and attached to one or more duplicate agreements containing all original signatures.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed under seal by their duly authorized officers or agents the day and year above written.

BEAZER EAST, INC.

O'NEILL PROPERTIES
GROUP, L.P.

By: *James Beazer*
Title: *Vice President*
[CORPORATE SEAL]

By: _____
Title: _____
[CORPORATE SEAL]

VESPER CORPORATION, INC.

RENAISSANCE LAND ASSOCIATES,
L.P., RENAISSANCE LAND
ASSOCIATES II, L.P., and
RENAISSANCE LAND
ASSOCIATES III, L.P.

By: _____
Title: _____
[CORPORATE SEAL]

By: _____
Title: _____
[CORPORATE SEAL]

CRATER RESOURCES, INC.

KEYSTONE COKE COMPANY

By: _____
Title: _____
[CORPORATE SEAL]

By: _____
Title: _____
[CORPORATE SEAL]

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed under seal by their duly authorized officers or agents the day and year above written.

BEAZER EAST, INC.

By: _____
Title: _____
[CORPORATE SEAL]

O'NEILL PROPERTIES
GROUP, L.P.

By: *Brymore Estate Planning
And Construction, Inc.,
its general partner*
By: *Richard Henry*
Title: *President*
[CORPORATE SEAL]

VESPER CORPORATION, INC.

By: _____
Title: _____
[CORPORATE SEAL]

RENAISSANCE LAND ASSOCIATES,
L.P., RENAISSANCE LAND
ASSOCIATES II, L.P., and
RENAISSANCE LAND
ASSOCIATES III, L.P.

By: *Renaissance Land Associates Acquisition Corp.,
Renaissance Land Associates II Acquisition Corp.,
Renaissance Land Associates III Acquisition Corp.,*
By: *Richard Henry* General
Partners
Title: *President*
[CORPORATE SEAL]

CRATER RESOURCES, INC.

By: _____
Title: _____
[CORPORATE SEAL]

KEYSTONE COKE COMPANY

By: _____
Title: _____
[CORPORATE SEAL]

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed under seal by their duly authorized officers or agents the day and year above written.

BEAZER EAST, INC.

O'NEILL PROPERTIES
GROUP, L.P.

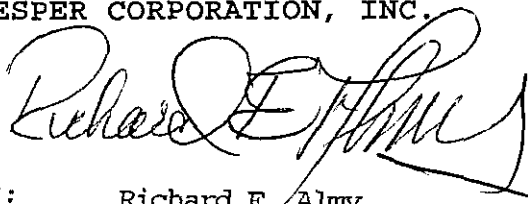
By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

VESPER CORPORATION, INC.



RENAISSANCE LAND ASSOCIATES,
L.P., RENAISSANCE LAND
ASSOCIATES II, L.P., and
RENAISSANCE LAND
ASSOCIATES III, L.P.

By: Richard E. Almy

Title: President
[CORPORATE SEAL]

By: _____

Title: _____
[CORPORATE SEAL]

CRATER RESOURCES, INC.

KEYSTONE COKE COMPANY

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed under seal by their duly authorized officers or agents the day and year above written.

BEAZER EAST, INC.

O'NEILL PROPERTIES
GROUP, L.P.

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

VESPER CORPORATION, INC.

RENAISSANCE LAND ASSOCIATES,
L.P., RENAISSANCE LAND
ASSOCIATES II, L.P., and
RENAISSANCE LAND
ASSOCIATES III, L.P.

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

CRATER RESOURCES, INC.

KEYSTONE COKE COMPANY


By: Tullio Piva

By: _____


Title: President
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

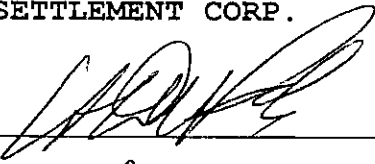
HAPLOID CORPORATION

By: 
Title: President
[CORPORATE SEAL]

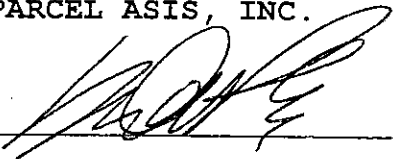
SWEDELAND ROAD CORPORATION

By: 
Title: PRES.
[CORPORATE SEAL]

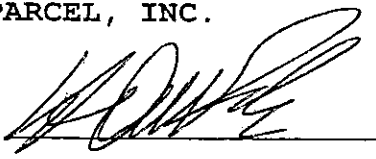
RAGM SETTLEMENT CORP.

By: 
Title: PRES.
[CORPORATE SEAL]

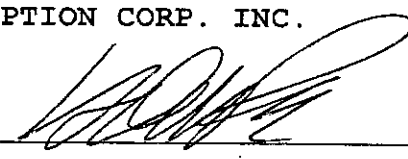
EACH PARCEL ASIS, INC.

By: 
Title: PRES.
[CORPORATE SEAL]

OUTPARCEL, INC.

By: 
Title: PRES.
[CORPORATE SEAL]

RT OPTION CORP. INC.

By: 
Title: PRES.
[CORPORATE SEAL]

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed under seal by their duly authorized officers or agents the day and year above written.

BEAZER EAST, INC.

O'NEILL PROPERTIES
GROUP, L.P.

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

VESPER CORPORATION, INC.

RENAISSANCE LAND ASSOCIATES,
L.P., RENAISSANCE LAND
ASSOCIATES II, L.P., and
RENAISSANCE LAND
ASSOCIATES III, L.P.

By: _____

By: _____

Title: _____
[CORPORATE SEAL]

Title: _____
[CORPORATE SEAL]

CRATER RESOURCES, INC.

KEYSTONE COKE COMPANY

By: _____

By:  _____

Title: _____
[CORPORATE SEAL]

Title: V.P. _____
[CORPORATE SEAL]



APPENDIX A4

Draft Deed Notices for 2501, 2701, and 2901 Renaissance Blvd.

Prepared by:

Edmund Campbell
O'Neill Properties Group, L.P.
2701 Renaissance Boulevard, 4th Floor
King of Prussia, PA 19406

Brian J. Clark, Esquire
Buchanan Ingersoll & Rooney PC
213 Market Street, Third Floor
Harrisburg, PA 17101
On behalf of O'Neill Properties Group, L.P.

Return to:

Joe McDowell
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

Benjamin Cohan
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

RE: Crater Resources Superfund Site
Upper Merion Township, Montgomery County, Pennsylvania
EPA ID # PAD981035009

Property Address: 2501, 2701 and 2901 Renaissance Boulevard, Upper Merion Township,
King of Prussia, Montgomery County, Pennsylvania, 19406

Parcel Number: 2501 Renaissance: Book 5390 Page 387 and Book 5390 Page 400.
58-00-15956-04-2 consists of approximately 7.842 acres and 58-00-
15956-10-5 consists of approximately 62,278 sf.

2701 Renaissance: Book 5337 Page 1910 and Book 5337 Page 1924.
58-00-15956-03-3 consists of approximately 5.005 acres.

2901 Renaissance: Book 5380 Page 1410 with respect to Parcel 58-00-
15956-00-6 consisting of 3.9 acres and Book 5380 Page 1405 with respect
to Parcel 58-00-15956-01-5 and 58-00-15956-02-4 consisting of
approximately 2.66 acres.

**NOTICE OF INSTITUTIONAL CONTROLS, PROVISIONS OF ACCESS AND
OBLIGATIONS REGARDING SUCCESSORS-IN-INTEREST**

This Notice of Institutional Controls, Provisions of Access and Obligations regarding Successors-in-Interest is made this _____ day of _____, 2007, by Renaissance Land Associates, L.P.; Renaissance Land Associates II, L.P.; and Renaissance Land Associates III, L.P. (jointly referred to as "Owner"), having an address of 2701 Renaissance Boulevard, Fourth Floor, King of Prussia, PA, 19406.

1. **RECITALS**

WHEREAS, Owner is the owner and operator of three parcels of land, comprising approximately 20 acres located on Renaissance Boulevard, Upper Merion Township, Montgomery County, Pennsylvania ("Property") and legally described in Exhibit A; and

WHEREAS, the individual owners of the three parcels that comprise the Property described in Exhibit A are as follows: 1) 2501 Renaissance Boulevard -- to be designated as Renaissance Land Associates III, L.P.; 2) 2701 Renaissance Boulevard -- Renaissance Land Associates, L.P.; and 3) 2901 Renaissance Boulevard -- to be designated as Renaissance Land Associates II, L.P.; and

WHEREAS, from 1918 until 1977, the Alan Wood Steel Company ("Allan Wood") and its successors operated a coke and coke byproduct manufacturing facility in nearby Swedeland, Pennsylvania. The coke processing typically generated coal gas, light oils, tars containing phenolic compounds, naphthalene (resulting from the destructive distillation of coal), ammonia, and wastewater. Waste ammonia liquor (WAL) was pumped via pipeline from the Alan Wood facility to Quarries 1, 2 and 3; and

WHEREAS, At the time the Record of Decision (ROD) was signed, September 2000, the Site covered 50 acres of partially developed land. The Site consisted of several subdivided parcels, at the time owned by Crater Resources, Inc., Each Parcel As Is, Inc., Out Parcel, Inc., RT Option, Inc., Liberty Property Trust Limited Partnership, and the Gulf Mills Golf Club ("Golf Course"). O'Neill Properties Group, L.P. ("O'Neill") purchased the portion of the property containing Quarries 1 and 2, approximately 20 acres. The Property includes a portion of the approximately 50-acre Crater Resources Superfund Site (and further depicted in Exhibit B), which the United States Environmental Protection Agency ("U.S. EPA") placed on the National Priorities List, 40 C.F.R. Part 300, Appendix B, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. § 9605, on October 14, 1992, by publication in the Federal Register, 48 Fed. Reg. 40658 (September 8, 1983); and

WHEREAS, U.S. EPA's investigation of the Quarry 1 and 2 areas identified stained silty clays and soils within the Quarries. Quarry contained sludge like materials at a depth of 19 feet, and a zone of stained silty clays was encountered at a depth of 71 feet in the central portion of Quarry 1. These materials contained elevated concentrations of VOCs, cyanide, and PAHs. Elevated metals were also noted at depths between six and eight feet. Quarry 2 contained stained soil at depths of eight feet below surface grade to 23 feet in depth. PAHs were detected in all of the soil samples collected from Quarry 2. Elevated levels of metals and cyanide were found in the stained material, and in the sand at a depth of 50 to 52 feet below surface grade; and

WHEREAS, the ROD requires the performance of certain actions at the Site in order to address contamination, and required the filing of use restrictions to restrict on-site soil, sediment,

surface water and groundwater use in order to reduce the potential for human exposure to contamination. Institutional controls will prevent any disturbance of the cap once installed, and will preclude the installation of any potable wells in the impacted aquifer; and

WHEREAS, on April 30, 2001, the U.S. Environmental Protection Agency ("EPA") issued a Unilateral Administrative Order, Docket No. 3-2001-0009 ("UAO"), directing certain of the PRPs to implement the environmental remediation of the Crater Resources Superfund Site in King of Prussia, Upper Merion Township, Pennsylvania (the "Site") as set forth in the Record of Decision ("ROD") issued by EPA on September 27, 2000; and

WHEREAS, in Section VIII (Access to and Use of the Site) of the April 30, 2001 Administrative Order for Remedial Design and Remedial Action (Administrative Order), U.S. EPA required the Owner to (a) authorize access to the Site to U.S. EPA and its authorized officers, employees, representatives and all other persons performing Response Actions under U.S. EPA oversight, for all purposes associated with the Response Actions and CERCLA requirements and (b) to impose use restrictions on the Site.

2. DECLARATION OF USE RESTRICTIONS, ACCESS, RESERVATIONS, AND OBLIGATIONS REGARDING SUCCESSORS-IN-INTEREST

NOW, THEREFORE, intending to fulfill the terms of the Administrative Order, the Owner files this Notice that the Restricted Areas of the Property are subject to the advisory set forth below.

1. Purpose. It is the purpose of this instrument to recite the Administrative Order's requirement that the Owner (i) provide access to the Property for the purpose of implementing the September 2000 ROD; (ii) comply with use restrictions concerning the Site; and (iii) to

provide certain notifications to EPA and potential successors-in-interest should the Owner convey an interest in all or a portion of the Property.

2. Restrictions on use.

(a) The following advisory applies to the use of the Property:

(i) There shall be no well drilling for the construction of water extraction wells in aquifers under the Property.

(ii) The Property shall not be used for residential land use.

(iii) No agricultural or mining/mineral extraction activities shall be permitted on the Property;

(iv) Owner shall not disturb, destroy or obstruct any drainage pathways or ground water monitoring wells on the Property.

(b) The following advisory applies to the four (4) restricted areas -- Quarries 1 and 2 cap; Pipeline AOC; Borings 141/203 and PA DEP AOC -- collectively depicted on Exhibit C (unless otherwise noted referred to as the "Restricted Areas").

(i) There shall be no disturbance of the soil and the asphalt cover on the Restricted Areas. Any excavation within the Restricted Areas require notification and approval by U.S. EPA.

(ii) No subsurface storage tanks shall be permitted under the Restricted Areas, except for the Pipeline AOC.

(iii) No vehicles over 19,000 pounds per axle weight capacity shall be placed or operated on the Quarries 1 and 2 cap areas.

(c) Unless otherwise approved by U.S. EPA, there shall be no disturbance of the

surface or subsurface of the Restricted Areas by filling, drilling, excavation, removal of rock or minerals, or change of the topography of the Restricted Areas in any manner.

(d) No waste material, refuse, garbage, or other material except clean water shall be dumped or buried on the Restricted Areas.

3. Provision of Access. Owner shall, provide the United States and its authorized representatives, including U.S. EPA and its contractors, access at all reasonable times to the Property for the purpose of conducting any activity related to the implementation of the remedy including, but not limited to, the following activities:

(a) Maintenance of the asphalt covers and stormdrain inlet/outlets in accordance with the EPA approved Operations and Maintenance Plan submitted as part of the Remedial Design for the Quarry Caps;

(b) Monitoring the Work;

(c) Verifying any data or information submitted to the U.S. EPA or the State;

(d) Conducting investigations relating to contamination at or near the Site;

(e) Obtaining samples;

(f) Assessing the need for, planning, or implementing additional response actions at or near the Site;

(g) Implementing the work under the Administrative Order;

(h) Assessing Owner's compliance with the Administrative Order; and

(i) Determining whether the Site is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by the Administrative Order .

4. Provisions of certain notifications to EPA and potential successors-in-interest. The

following advisory applies to the provision of certain notifications to EPA and potential successors-in-interest should the Owner convey an interest in all or a portion of the property:

(a) With respect to the Property, the Owner shall file this Notice with the Office of the Recorder of Deeds Montgomery County, Commonwealth of Pennsylvania, and any other office where land ownership and transfer records are maintained for the Property. The recording shall be done in such manner as shall be effective to bring the Notice to the attention of any person examining or researching the state and/or quality of the title to the real property constituting the Property or searching for any encumbrances, covenants, easements, liens, restrictions, or other limitations relating to such property. Such recording shall be made in the Grantor/Grantee and Lot/Block indices of the Land Records for the Property. Thereafter, each deed, title, or other instrument of conveyance for property executed by the Owner regarding the Property, or any portion thereof, shall contain a notice stating that the property is subject to the Consent Decree and any lien held by EPA pursuant to Section 107(1) of CERCLA, 42 U.S.C. § 9607(1), shall reference the recorded location of this Notice, the Consent Decree and any restrictions applicable to the property under the Consent Decree. The Owner shall not modify or release this Notice without prior written approval of EPA. The Owner shall provide EPA with a copy of this recorded Notice.

(b) At least thirty (30) days prior to any change in control or the conveyance of any interest in the Property, including, but not limited to, fee interests, leasehold interests, easements, land use interests, licenses and mortgage interests, the Owner shall give the grantee(s) or transferee(s)-in-interest a written description of the institutional controls, provision of access and obligations regarding successors-in-interest requirements.

At least thirty (30) days prior to such conveyance, the Owner shall also give written notice to EPA and the State of the proposed conveyance, including the name(s), address(es) and telephone number(s) of the grantee(s) or transferee(s)-in-interest, and the date on which notice and access and use restriction requirements of the Order were given to the grantee(s). In addition, the Owner shall provide EPA with copies of all agreement(s) or contract(s), including but not limited to, indemnification agreement(s) or contract(s), executed in connection with such transfer(s) or change(s), within five (5) days of the effective date of such agreement(s).

(c) In the event that the Owner conveys less than a fee simple absolute interest in all or a portion of Respondent's Site Property, the Owner's obligations including, but not limited to, his obligation to provide access to and restrict use of Respondent's Site Property, pursuant to Section VIII A.2. (Access to and Use of Site) of the Administrative Order, shall continue to be met by the Owner with respect to any such conveyance. In no event shall such a conveyance release or otherwise affect the Owner's obligation to comply with the provisions of this Agreement absent the prior written consent of EPA.

(d) In the event that the Owner files for bankruptcy or is placed involuntarily in bankruptcy proceedings, the Owner shall notify EPA within three (3) working days of such filing.

5. Right of Entry provided by Law or Regulation. Nothing in this document shall limit or otherwise affect U.S. EPA's rights of entry and access provided by law or regulation.

6. No Public Access and Use. This instrument does not grant any right of access or use to any portion of the Property to the general public.

7. Notice Requirements. Owner is required to include in any instrument conveying any

interest in any portion of the Property including, but not limited to, deeds, leases and mortgages,
a Disclosure which is substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A NOTICE OF USE RESTRICTIONS AND THE TERMS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN, DATED _____. THE NOTICE OF USE RESTRICTIONS WAS RECORDED ON _____ IN THE LAND RECORDS IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR MONTGOMERY COUNTY, PENNSYLVANIA IN BOOK _____, PAGE _____. IN ADDITION, THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE CONSENT DECREE FOR THE REMEDIAL DESIGN AND REMEDIAL ACTION THAT WAS LODGED ON MARCH 28, 2001 IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA (C.A. No. 91-4868 (E.D. Pa)), AND THE TERMS, CONDITIONS AND RESTRICTIONS CONTAINED THEREIN. THE CONSENT DECREE FOR THE REMEDIAL DESIGN AND REMEDIAL ACTION IS ENFORCEABLE BY THE UNITED STATES OF AMERICA

Within thirty (30) days of the date any such instrument of conveyance is executed, Owner shall provide U.S. EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

8. Notice to Parties. Any notice, demand, request, consent, approval, or communication that either U.S. EPA or Owner desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

RENAISSANCE LAND ASSOCIATES, L.P.,
RENAISSANCE LAND ASSOCIATES II, L.P., and
RENAISSANCE LAND ASSOCIATES III, L.P.
2701 Renaissance Boulevard, Fourth Floor
King of Prussia, PA 19406

Re: Crater Resources Superfund Site

To U.S. EPA:

Joseph McDowell
EPA Remedial Project Coordinator
United States Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103

Re: Crater Resources Superfund Site

and

Benjamin Cohan
Assistant Regional Counsel
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

Re: Crater Resources Superfund Site

IN WITNESS WHEREOF, _____, the Owner herein, has executed the foregoing

Notice of Institutional Controls, Provisions of Access and Obligations Regarding

Successors-in-Interest this _____ day of _____, 2007.

RENAISSANCE LAND ASSOCIATES, L.P.,
a Pennsylvania limited partnership

By: Renaissance Land Associates Acquisition
Corporation, a Pennsylvania corporation,
its general partner

By: _____
Name: _____
Title: _____

and

RENAISSANCE LAND ASSOCIATES II, L.P.,
a Pennsylvania limited partnership

By: Renaissance Land Associates II Acquisition
Corporation, a Pennsylvania corporation,
its general partner

By: _____
Name: _____
Title: _____

and

RENAISSANCE LAND ASSOCIATES III, L.P.,
a Pennsylvania limited partnership

By: Renaissance Land Associates III Acquisition
Corporation, a Pennsylvania corporation,
its general partner

By: _____
Name: _____
Title: _____

INSERT NOTARY BLOCKS

RLA

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

DESCRIPTION OF PROPERTY:

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE IN UPPER MERION TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND DESCRIBED ACCORDING TO A PLAN ENTITLED ALTA/ACSM LAND TITLE SURVEY OF 2701 RENAISSANCE BOULEVARD PREPARED BY MOMENBE SURVEY GROUP, INC., DATED MAY 18, 2005 LAST REVISED 6/15/2006 AS FOLLOWS TO WIT:

BEGINNING AT A POINT IN THE SOUTHERLY SIDELINE OF RENAISSANCE BOULEVARD (60 FEET WIDE RIGHT OF WAY) SAID POINT BEING INTERSECTED BY THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 4 & TAX MAP UNIT 3, THENCE FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE SOUTHERLY SIDELINE OF RENAISSANCE BOULEVARD, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 569.31 FEET, A CENTRAL ANGLE OF 02 DEGREES 46 MINUTES 54 SECONDS, AN ARC LENGTH OF 27.64 FEET, A CHORD BEARING NORTH 64 DEGREES 34 MINUTES 27 SECONDS EAST AND A CHORD DISTANCE OF 27.64 FEET TO A POINT OF TANGENCY, THENCE;

2. CONTINUING ALONG THE SOUTHERLY SIDELINE OF RENAISSANCE BOULEVARD, NORTH 63 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 458.21 FEET TO A POINT OF CURVATURE, THENCE;

3. CONTINUING ALONG THE SOUTHERLY SIDELINE OF RENAISSANCE BOULEVARD, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,152.68 FEET, A CENTRAL ANGLE OF 01 DEGREES 11 MINUTES 14 SECONDS, AN ARC LENGTH OF 23.88 FEET, A CHORD BEARING NORTH 63 DEGREES 46 MINUTES 37 SECONDS EAST AND A CHORD DISTANCE OF 23.88 FEET TO A POINT, THENCE;

4. ALONG THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 4 & TAX MAP UNIT 15, SOUTH 22 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 496.28 FEET TO A POINT, THENCE;

5. ALONG THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 4 AND UNIT 8, BLOCK 54, LANDS NOW OR FORMERLY GULPH MILLS GOLF CLUB, SOUTH 79 DEGREES 55 MINUTES 55 SECONDS WEST, A DISTANCE OF 207.51 FEET TO A POINT, THENCE;

6. CONTINUING ALONG THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 4 & UNIT 8, BLOCK 54, LANDS NOW OR FORMERLY GULPH MILLS GOLF CLUB, SOUTH 75 DEGREES 16 MINUTES 45 SECONDS WEST, A DISTANCE OF 307.55 FEET TO A POINT, THENCE;

7. ALONG THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 4 & TAX MAP UNIT 3, OTHER LANDS NOW OR FORMERLY OF RENAISSANCE LAND ASSOCIATES, L.P., NORTH 22 DEGREES 02 MINUTES 49 SECONDS WEST, A DISTANCE OF 372.54 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 218,000 SQUARE FEET OR 5.005 ACRES OF LAND BE THE SAME MORE OR LESS.

BEING KNOWN AS LOTS 65, 66, 67, 68 RENAISSANCE BLVD.
(FORMERLY CAMPUS DRIVE).

BEING PARCEL NO. 58- 00-15956-03-3.

PARCEL II:

TOGETHER WITH THE BENEFIT OF THOSE APPURTENANT EASEMENTS SET FORTH IN THE FOLLOWING:

a. PROTECTIVE COVENANTS AS IN DEED BOOK 5023 PAGE 2017 AND DECLARATION OF ASSIGNMENTS AS IN DEED BOOK 5065 PAGE 845 AND AMENDMENTS THERETO AS IN DEED BOOK 5147 PAGE 2149 AND A DECLARATION OF ASSIGNMENT IN DEED BOOK 5238 PAGE 1166;

b. EASEMENT AGREEMENT AS IN DEED BOOK 5345 PAGE 1680 AND AMENDMENT AND CONFIRMATION OF EASEMENT AGREEMENT AS IN DEED BOOK 5390 PAGE 432;

c. PARKING EASEMENT AGREEMENT AS IN DEED BOOK 5345 PAGE 1700;

d. GRADING AND LANDSCAPING EASEMENT AGREEMENT AS IN DEED BOOK 5345 PAGE 1712.

RLA
11
page 2

EXHIBIT "A"

July 12, 2001
CP99173

METES AND BOUNDS DESCRIPTION
TAX MAP UNITS 2 & 3, BLOCK 54A
(A.K.A. FILED MAPS 69, 70, 71, 72 & 73 ON SUBDIVISION PLAN RECORDED APRIL 1, 1985, IN PLAN BOOK A-46, PLAN 195)
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF CROOKED LANE WITH THE EASTERLY SIDELINE OF LANDS OF SEPTA RAILROAD, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. CONTINUING ALONG THE SOUTHEASTERLY SIDELINE OF CROOKED LANE, NORTH 35 DEGREES 54 MINUTES 54 SECONDS EAST, A DISTANCE OF 159.99 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD (A.K.A. CAMPUS DRIVE, 60 FOOT WIDE RIGHT-OF-WAY), THENCE;
2. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, SOUTH 54 DEGREES 05 MINUTES 06 SECONDS EAST, A DISTANCE OF 108.50 FEET TO A POINT OF CURVATURE, THENCE;
3. CONTINUING ALONG THE SAME, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 509.31 FEET, A CENTRAL ANGLE OF 62 DEGREES 43 MINUTES 54 SECONDS, AN ARC LENGTH OF 557.63 FEET, A CHORD BEARING SOUTH 85 DEGREES 27 MINUTES 03 SECONDS EAST AND A CHORD DISTANCE OF 530.19 FEET TO A POINT OF TANGENCY, THENCE;
4. CONTINUING ALONG THE SAME, NORTH 63 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 106.68 FEET TO A POINT, THENCE;
5. ALONG THE COMMON DIVIDING LINE BETWEEN FILE MAP LOT 68 & FILED MAP LOT 67. LANDS NOW OR FORMERLY R-T OPTION CORPORATION, SOUTH 22 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 459.41 FEET TO A POINT, THENCE;
6. ALONG THE NORTHERLY LINE OF LANDS OF GULPH MILLS GOLF CLUB, SOUTH 75 DEGREES 16 MINUTES 45 SECONDS WEST, A DISTANCE OF 779.34 FEET TO AN IRON BAR FOUND, THENCE;
7. ALONG A COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 2, BLOCK 54A AND LANDS OF SEPTA RAILROAD, NORTH 22 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 595.63 FEET TO THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREOF AND THEREOUT PART OF TAX MAP UNIT 4, BLOCK 54A (A.K.A. FIELD MAP LOT 68 ON SUBDIVISION PLAN RECORDED APRIL 1, 1985, IN PLAN BOOK A46, PAGE 195, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD (A.K.A. CAMPUS DRIVE, 60 FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING COMMON TO FILE MAP LOT 68 AND FILE MAP LOT 67 AND FROM SAID POINT OF BEGINNING RUNNING, THENCE:

1. CONTINUING ALONG THE DIVIDING LINE BETWEEN FILE MAP LOT 68 & FILE MAP LOT 67, SOUTH 22 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 399.20 FEET TO A POINT IN THE LANDS OF GULPH MILLS GOLF CLUB, THENCE;
2. CONTINUING ALONG THE SAME, SOUTH 75 DEGREES 16 MINUTES 45 SECONDS WEST, A DISTANCE OF 129.97 FEET TO AN IRON BAR FOUND, THENCE;
3. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 3 AND UNIT 4, ALSO BEING THE COMMON LINE BETWEEN FILED MAP LOT 68 & FILED MAP LOT 69, NORTH 22 DEGREES 02 MINUTES 49 SECONDS WEST, A DISTANCE OF 372.55 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, THENCE;
4. CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 589.31 FEET, A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 14 SECONDS, AN ARC LENGTH OF 27.64 FEET, A CHORD BEARING NORTH 64 DEGREES 31 MINUTES 37 SECONDS EAST AND A CHORD DISTANCE OF 27.64 FEET TO A POINT OF TANGENCY, THENCE;
5. CONTINUING ALONG THE SAME, NORTH 63 DEGREES 1 MINUTES 00 SECONDS EAST, A DISTANCE OF 101.67 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING A NET AREA OF 345, 407 SQUARE FEET OR 7.929 ACRES

GSG/br
CPA/PROJECTNOS/1999/CP99173/99173LD6

RLA II

July 12, 2001
CP99173

METES AND BOUNDS DESCRIPTION
TAX MAP UNIT 1, BLOCK 54A
(A K A LOTS 1, 2 & 3 PER SUBDIVISION PLAN RECORDED APRIL 1, 1985, IN PLAN BOOK A-46 PLAN 195)
UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT AN IRON BAR FOUND IN THE SOUTHEASTERLY SIDELINE OF CROOKED LANE. SAID POINT BEING THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 1, BLOCK 54A AND UNIT 74, BLOCK 62, LANDS NOW OR FORMERLY PRIZENMAYER, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

- 1 ALONG THE SAID COMMON DIVIDING LINE BETWEEN UNIT 1, BLOCK 54A AND UNIT 74, BLOCK 62 NORTH 67 DEGREES 47 MINUTES 45 SECONDS EAST, A DISTANCE OF 176.22 FEET TO A POINT, THENCE;
- 2 ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 1, BLOCK 54A; SAID UNIT 74, BLOCK 62; UNIT 73, BLOCK 62, LANDS NOW OR FORMERLY REPPERT; UNIT 74, BLOCK 62, LANDS NOW OR FORMERLY SCHEETZ; UNIT 6, BLOCK 62, LANDS NOW OR FORMERLY KIM, AND UNIT 7, BLOCK 62, LANDS NOW OR FORMERLY SALLY, NORTH 67 DEGREES 57 MINUTES 11 SECONDS EAST, A DISTANCE OF 359.99 FEET TO A POINT, THENCE;
- 3 ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 1, BLOCK 54A, UNIT 8, BLOCK 54A, LANDS NOW OR FORMERLY LIBERTY PROPERTY LIMITED PARTNERSHIP, SOUTH 22 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 360.50 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD (A K A CAMPUS DRIVE, 60 FOOT WIDE RIGHT-OF-WAY), THENCE;
- 4 ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, SOUTH 63 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 62.05 FEET TO A POINT OF CURVATURE, THENCE;
- 5 CONTINUING ALONG THE SAME, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 509.31 FEET, A CENTRAL ANGLE OF 62 DEGREES 43 MINUTES 54 SECONDS, AN ARC LENGTH OF 557.63 FEET, A CHORD BEARING NORTH 85 DEGREES 27 MINUTES 03 SECONDS WEST AND A CHORD DISTANCE OF 530.19 FEET TO A POINT OF TANGENCY, THENCE;
- 6 CONTINUING ALONG THE SAME, NORTH 54 DEGREES 05 MINUTES 06 SECONDS WEST, A DISTANCE OF 108.50 FEET TO A POINT IN THE SOUTHEASTERLY SIDELINE OF CROOKED LANE, THENCE;

7 ALONG THE SOUTHEASTERLY SIDELINE OF CROOKED LANE, NORTH 35 DEGREES 54 MINUTES 54
SECONDS EAST, A DISTANCE OF 67.55 FEET TO THE POINT AND PLACE OF BEGINNING

CONTAINING 168,706 SQUARE FEET OR 3.873 ACRES

GSG/bc
CPA/PROJECTNOS/1999/CT99173/99173LDS

(Page 4 of 4)

AR301003

PLA III

EXHIBIT A

Legal Description of Real Property

METES AND BOUNDS DESCRIPTION
TAX MAP UNIT 5 AND TAX MAP UNIT 15, BLOCK 54A

UPPER MERION TOWNSHIP
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF RENAISSANCE BOULEVARD (A.K.A. CAMPUS DRIVE, 60 FOOT WIDE RIGHT-OF-WAY), SAID POINT ALSO BEING THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 5, BLOCK 54A, LANDS NOW OR FORMERLY CRATER RESOURCES, INC., TAX MAP UNIT 8, BLOCK 54A, LANDS NOW OR FORMERLY LIBERTY PROPERTY LIMITED PARTNERSHIP, AND TAX MAP UNIT 13, BLOCK 54A, LANDS NOW OR FORMERLY LIBERTY PROPERTY LIMITED PARTNERSHIP AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, AND RUNNING ALONG THE DIVIDING LINE BETWEEN TAX MAP UNIT 5 AND TAX MAP UNIT 8, BLOCK 54A, SOUTH 22 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 421.53 FEET TO A POINT ON THE DIVIDING LINE BETWEEN TAX MAP UNIT 5, AND TAX MAP UNIT 8, BLOCK 54A, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN TAX MAP UNIT 8, BLOCK 54A AND TAX MAP UNIT 5, BLOCK 54A:

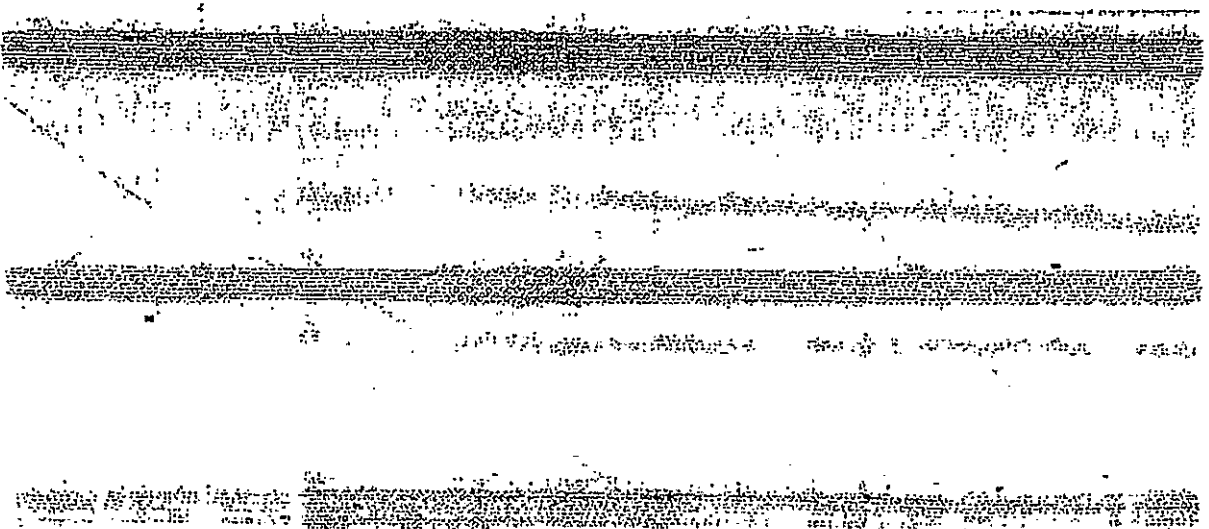
2. NORTH 79 DEGREES 55 MINUTES 55 SECONDS EAST, A DISTANCE OF 295.81 FEET TO A POINT, THENCE;
3. SOUTH 73 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 676.74 FEET TO A POINT, THENCE;
4. SOUTH 05 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT ON THE DIVIDING LINE BETWEEN TAX MAP UNIT 8, BLOCK 54A; TAX MAP UNIT 38, BLOCK 54 AND TAX MAP UNIT 8, BLOCK 54, LANDS NOW OR FORMERLY GULPH MILLS GOLF CLUB, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN TAX MAP UNIT 8, BLOCK 54 AND TAX MAP UNIT 5, BLOCK 54A, SOUTH 84 DEGREES 44 MINUTES 04 SECONDS WEST, A DISTANCE OF 452.91 FEET TO A POINT, THENCE;

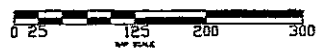
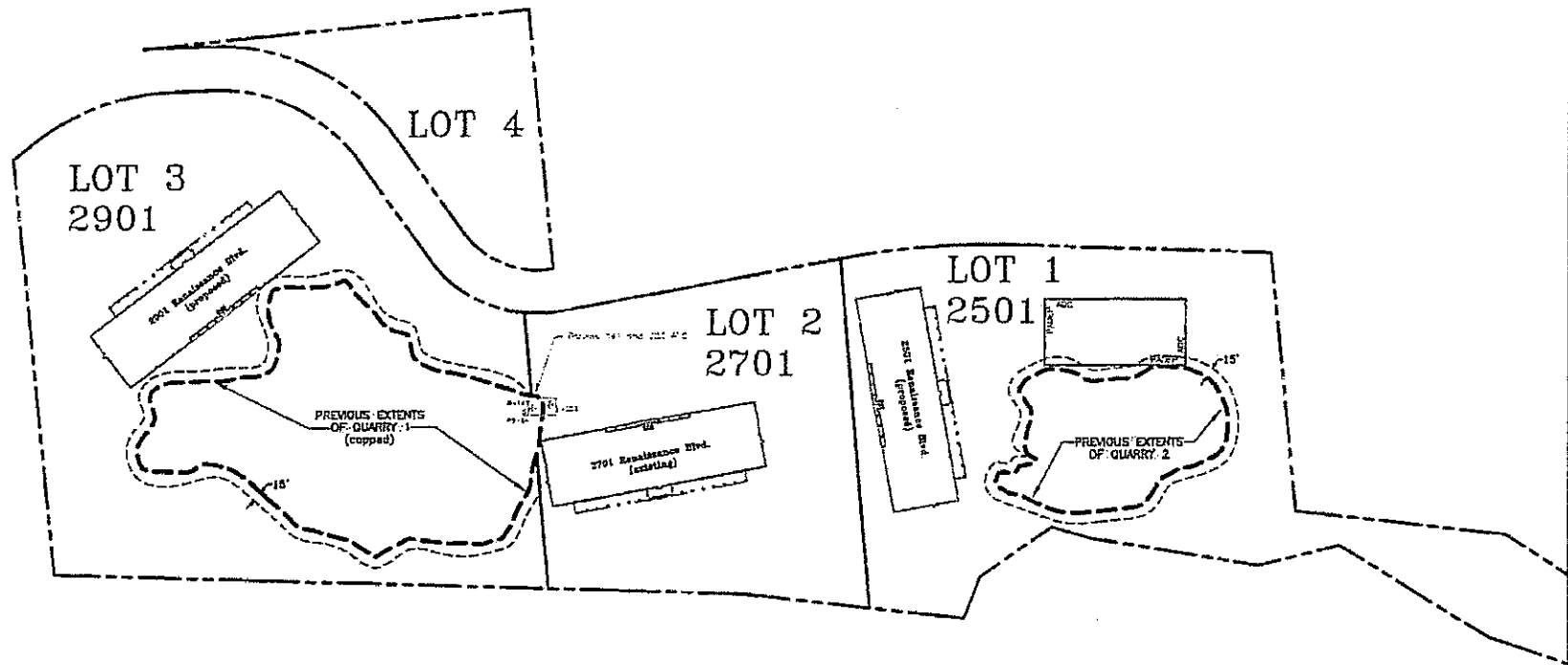
THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN TAX MAP UNIT 5, BLOCK 54A AND TAX MAP UNIT 38, BLOCK 54:

6. NORTH 03 DEGREES 21 MINUTES 00 SECONDS EAST, A DISTANCE OF 229.61 FEET TO A POINT, THENCE;

7. NORTH 87 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 208.08 FEET TO A POINT, THENCE;
8. NORTH 75 DEGREES 01 MINUTES 50 SECONDS WEST, A DISTANCE OF 244.11 FEET TO A POINT, THENCE;
9. SOUTH 59 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 117.88 FEET TO A POINT, THENCE;
10. SOUTH 82 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 232.93 FEET TO A POINT, THENCE;
11. SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.66 FEET TO A POINT, THENCE;
12. SOUTH 38 DEGREES 21 MINUTES 30 SECONDS WEST, A DISTANCE OF 122.97 FEET TO A POINT, THENCE;
13. SOUTH 04 DEGREES 52 MINUTES 30 SECONDS WEST, A DISTANCE OF 60.25 FEET TO A POINT ON THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 5, BLOCK 54A, TAX MAP UNIT 8, BLOCK 54 AND TAX MAP UNIT 38, BLOCK 54, THENCE;
14. ALONG THE COMMON DIVIDING LINE BETWEEN TAX MAP UNIT 8, BLOCK 54; TAX MAP UNIT 5, BLOCK 54A AND TAX MAP UNIT 15, BLOCK 54A, SOUTH 79 DEGREES 55 MINUTES 55 SECONDS WEST, A DISTANCE OF 101.94 FEET TO A POINT, THENCE;
15. ALONG THE DIVIDING LINE BETWEEN TAX MAP UNIT 15, BLOCK 54A AND TAX MAP UNIT 4, BLOCK 54A, LANDS NOW OR FORMERLY R-T OPTION CORPORATION, NORTH 22 DEGREES 02 MINUTES 49 SECONDS WEST, A DISTANCE OF 566.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, THENCE;
16. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RENAISSANCE BOULEVARD, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,212.68 FEET, A CENTRAL ANGLE OF 10 DEGREES 42 MINUTES 06 SECONDS, AN ARC LENGTH OF 226.51 FEET, A CHORD BEARING NORTH 69 DEGREES 53 MINUTES 56 SECONDS EAST AND A CHORD DISTANCE OF 226.18 FEET TO A POINT OF TANGENCY, THENCE;
17. CONTINUING ALONG THE SAME, NORTH 75 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 351.10 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 438,557 SQUARE FEET OR 10.068 ACRES





Synergy Environmental Inc.		1112 Redwood Mills Rd. P.O. Box 100 Brynardale, PA 19006 Tel: (610) 666-6677 Fax: (610) 666-7523	
Exhibit C Quarry 1 and Quarry 2 Crozier Resources Upper Merion Township, Pennsylvania			
Project No.	RJ20	Client	RAC
Scale	1" = 125'	Prepared by	Burroughs
Project Name	Upper Merion	Check by	C. C.
Date	3-22-07	Scale	1" = 125'
<small>ALL DIMENSIONS SHOWN ARE APPROXIMATE. SEE ALSO EXHIBIT C - CR and CR-2.</small>			



APPENDIX A5

Restrictive Covenant for RAGM Holding Company Properties

Instrument Type: Deed Miscellaneous
Inst Description: COVENANT
Instrument Status: Recorded and Verified document - moving
Instrument Date: 12/21/2005 12:00:00 AM
Recorded Date: 02/09/2006 01:05:34 PM
Instrument Number: 2006017034
Volume: DEED
Book: 5589
Page: 02798
Assoc Instruments1:
Consideration Amt:

Parcel ID #1:

Parcel ID #: 58-00-18605-00-3
Municipality: Upper Merion Township
Assessed Value:
Address: RENAISSANCE BLVD
Address1:
City:
State: Zip:

Parcel ID #2:

Parcel ID #: 58-00-07120-00-4
Municipality: Upper Merion Township
Assessed Value:
Address: FLINT HILL RD
Address1:
City:
State: Zip:

Parcel ID #3:

Parcel ID #: 58-00-02694-09-2
Municipality: Upper Merion Township
Assessed Value:
Address:
Address1:
City:
State: Zip:

Parcel ID #4:

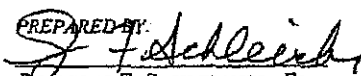
Parcel ID #: 58-00-02694-01-1
Municipality: Upper Merion Township
Assessed Value:
Address:
Address1:
City:
State: Zip:
Comments:

Name Information

Grantor:

AR301009

(F)

PREPARED BY:

DOUGLAS F. SCHLEICHER, ESQ

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Restrictive Covenant") is entered into as of this 21st day of December, 2005 by and between

RAGM HOLDING COMPANY ("RAGM Holding"), Pennsylvania corporation, and **CRATER RESOURCES, INC.** ("Crater"), a Pennsylvania corporation (collectively, "Grantors"), and

BEAZER EAST, INC. ("Beazer"), **KEYSTONE COKE COMPANY** ("Keystone") and **VESPER CORPORATION** ("Vesper") (Beazer, Keystone and Vesper collectively may be referred to hereinafter as "Grantees").

R E C I T A L S :

A. RAGM Holding owns real property located in Upper Merion Township, Montgomery County, Pennsylvania which is designated as tax parcels 58-00-07120-00-4, 58-00-02694-01-1 and 58-00-02694-09-2 in Upper Merion Township, Montgomery County, Pennsylvania, all as more particularly described in Exhibit A, attached hereto and made a part hereof (hereinafter, the "RAGM Property").

B. Crater owns real property located in Upper Merion Township, Montgomery County, Pennsylvania which is designated as tax parcel 58-00-18605-00-3 in Upper Merion Township, Montgomery County, Pennsylvania, as more particularly described in Exhibit B, attached hereto and made a part hereof (hereinafter, the "Crater Property").

C. The RAGM Property and the Crater Property are hereinafter collectively referred to as the "Property".

D. The United States Environmental Protection Agency ("EPA") has identified the Property as part of the Crater Resources Superfund Site (the "Site"), and has required that certain remedial actions be undertaken at the Property. Further, EPA has required that certain restrictions apply to the Property to ensure that the remedial actions can be taken, to ensure the integrity and protectiveness of such remedial actions, and to ensure that such actions are not interfered with.

E. Pursuant to a certain Settlement Agreement dated as of December 21, 2005 amongst parties including Grantors and Grantees (the "Settlement Agreement"), Grantors have agreed to restrict the use of the Property to accomplish the foregoing, as set forth herein.

F. Grantors and Grantees, by this Restrictive Covenant, intend to memorialize their agreements and understandings with respect to the foregoing Recitals, which agreements and

understandings are intended by the parties to run with the land and bind their respective successors, heirs and assigns.

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the Recitals, the terms, conditions, covenants, understandings, rights and obligations herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby mutually acknowledged, and intending to be legally bound, the parties covenant and agree as follows:

1. **Environmental Restrictions.** Grantors covenant and agree that, commencing on the date hereof and thereafter, it shall refrain from using the Property in any manner that would interfere with or adversely affect the integrity or protectiveness of the response actions to be implemented or which have been implemented pursuant to the Administrative Order for Remedial Design/Remedial Action, Docket No.: 3-2001-0009 regarding the Site, issued by EPA on or about April 30, 2001 (the "Order"). In addition, Grantors shall refrain from using the Property for any purpose which might interfere with, obstruct, or disturb the performance, support, or supervision of the Work (as defined below), including any Operation and Maintenance (as defined below) activities, taken pursuant to the Order. Unless otherwise required for implementation of the Work under the Order or otherwise determined to be necessary by EPA, such restrictions include, but are not limited to, the following:

(a) There shall be no installation or use of new ground water wells or use of any existing ground water wells;

(b) The land may not be used for any residential purposes, provided that the land may be used for a hotel or motel; and

(c) There shall be no disturbance of the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change in the topography of the land without at least thirty (30) days prior written approval from EPA.

(collectively referred to as the "Environmental Restrictions"). In addition, Grantors understand and acknowledges that Grantees may seek to obtain EPA approval to allow soils and substances to remain at the Property; Grantors will not interfere with or object to such efforts by Grantees (provided such efforts by Grantees are permissible). For purposes of this Restrictive Covenant: (i) the term "Work" shall mean all activities Grantees are required to perform under the Order to implement the remedy selected in Section XII of the Record of Decision for the Site (dated on or about September 27, 2000) (the "ROD"), and includes Remedial Design, Remedial Action and Operation and Maintenance, tasks to be performed in accordance with any EPA-approved Work Plan required by the Order, and any other activities required to be undertaken pursuant to the Order; (ii) the term "Remedial Design" means those activities to be undertaken by Grantees to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan; (iii) the term "Remedial Action" means those activities, except for Operation and Maintenance, to be undertaken by Grantees to implement the final plans and specifications that are submitted by Grantees pursuant to the Remedial Design Work Plan and subsequently

approved by EPA, including any additional activities required under the Order; and (iv) "Operation and Maintenance" shall mean all activities that are required under the Operation and Maintenance Plan developed pursuant to the Order and the ROD, and approved by EPA.

2. **Provisions to Run with the Land.** This Restrictive Covenant sets forth protective provisions, covenants, conditions and restrictions pertaining to the Property. Each and every provision of this Restrictive Covenant shall run with the land, and pass with each and every portion of the Property and shall apply to, inure to the benefit of and bind the respective successors in interest and/or assigns of Grantors for the benefit of Grantees and of EPA and the Pennsylvania Department of Environmental Protection, and their successors and assigns.

3. **Counterparts.** This Restrictive Covenant may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(Signatures Appear on Next Page)

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

Dolores B. Santora

RAGM HOLDING COMPANY

By: [Signature]

Title: PSS

Date: December 21, 2005

Witness:

Dolores B. Santora

CRATER RESOURCES, INC.

By: [Signature]

Title: Pres.

Date: December 11, 2005

Witness:

BEAZER EAST, INC.

By: _____

Title: _____

Date: December __, 2005

Witness:

KEYSTONE COKE COMPANY

By: _____

Title: _____

Date: December __, 2005

Witness:

VESPER CORPORATION

By: _____

Title: _____

Date: December __, 2005

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

RAGM HOLDING COMPANY

By: _____

Title: _____

Date: December __, 2005

Witness:

CRATER RESOURCES, INC.

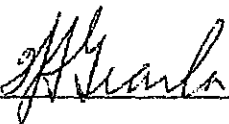
By: _____

Title: _____

Date: December __, 2005

Witness:

BEAZER EAST, INC.

_____

By: _____

Title: *Vice President*_____

Date: *December 10, 2006*_____

January 10, 2006

Witness:

KEYSTONE COKE COMPANY

By: _____

Title: _____

Date: December __, 2005

Witness:

VESPER CORPORATION

By: _____

Title: _____

Date: December __, 2005

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

RAGM HOLDING COMPANY

By: _____
Title: _____
Date: December __, 2005

Witness:

CRATER RESOURCES, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

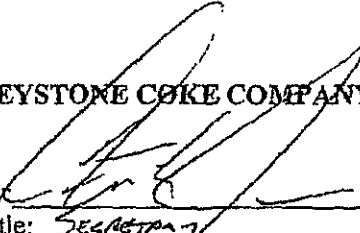
BEAZER EAST, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

KEYSTONE COKE COMPANY

Maureen Macher
M

By: 
Title: Secretary
Date: December 2, 2005 January 10, 2006

Witness:

VESPER CORPORATION

By: _____
Title: _____
Date: December __, 2005

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

RAGM HOLDING COMPANY

By: _____
Title: _____
Date: December __, 2005

Witness:

CRATER RESOURCES, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

BEAZER EAST, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

KEYSTONE COKE COMPANY

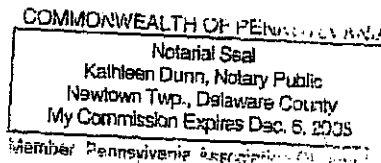
By: _____
Title: _____
Date: December __, 2005

Witness:

VESPER CORPORATION

Maria Murawski

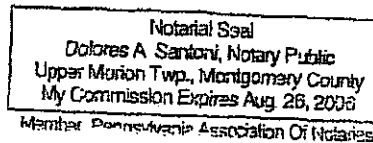
By: *Robert E. Flynn*
Title: *CHAIRMAN & PRESIDENT*
Date: December *22* 2005



STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this 21st day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared William Craven, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the PRESIDENT of Crater Resources, Inc., the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Dolores A. Santoni
Notary Public

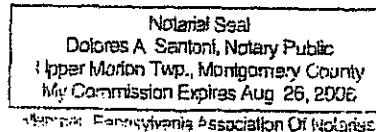


STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this 21st day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared H. David Pasquale who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the HDP PRESIDENT of RAGM Holding Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Dolores A. Santoni
Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF _____)



BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of Beazer East, Inc., the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of RAGM Holding Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF ALLEGHENY)

JANUARY, 2006

BE IT REMEMBERED, that on this 10th day of ~~December, 2005~~, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared JILL M. BLUNDEN, who, being by me duly sworn on ^{her} ~~his~~ oath, deposed and made proof to my satisfaction that ~~he~~ ^{she} is the VICE PRESIDENT of Beazer East, Inc., the corporation named in the within instrument; and I having first made known to ~~him~~ ^{her} the contents of the within instrument; ~~he~~ ^{she} did acknowledge ~~that~~ ^{she} signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Joan S. Glardi
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joan S. Glardi, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Apr. 7, 2009
Member, Pennsylvania Association of Notaries

STATE OF ~~PENNSYLVANIA~~ ^{ALABAMA})
)ss.:
COUNTY OF Jefferson)

BE IT REMEMBERED, that on this 10th day of ~~December, 2005~~ ^{January, 2006}, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Contis W. Davis, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the Secretary of Keystone Coke Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Mary C. Macher
Notary Public
Alabama State at Large
My commission Expires June 28, 2008

Mary C. Macher
Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of Vesper Corporation, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

RECORD & RETURN TO:

Douglas F. Schleicher, Esq.
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 S. Broad Street
Philadelphia, PA 19102

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of Keystone Coke Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF ^{Delaware} MONTGOMERY)

BE IT REMEMBERED, that on this 22nd day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Richard E. Almy, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the Chairman & President of Vesper Corporation, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Kathleen Dunn
Notary Public

RECORD & RETURN TO:

Douglas F. Schleicher, Esq.
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 S. Broad Street
Philadelphia, PA 19102

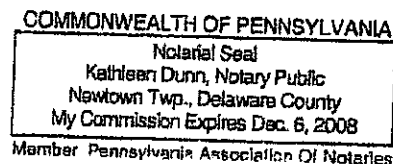


EXHIBIT "A"

Tract 1

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lot #44 on a Subdivision Plan recorded on April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the southwesterly right-of-way-line of Campus Drive (Renaissance Boulevard) (80.00 feet wide), a corner of Lot #45 on said plan; thence along said right-of-way line the three (3) following courses and distances:

1. South 65 degrees 45 minutes 00 seconds East 109.66 feet to a point of curvature
2. On a line curving to the right having a radius of 342.65 feet and an arc length of 271.41 feet to a point of tangency
3. South 20 degrees 22 minutes 00 seconds East 198.44 feet to a point a corner of Lot #89 on said plan; thence along Lot #89 the three (3) following courses and distances:
 1. South 88 degrees 06 minutes 00 seconds West 106.05 feet to a point
 2. South 80 degrees 35 minutes 00 seconds West 42.31 feet to a point
 3. South 62 degrees 30 minutes 00 seconds West 248.14 feet to a point in line of lands of Gulph Mills Golf Club; thence along said lands North 57 degrees 23 minutes 17 seconds West 200.00 feet to a point a corner of Lot #48 on said plan; thence along Lot #48 North 12 degrees 18 minutes 00 seconds West 230.05 feet to a point a corner of Lot #45 on said plan; thence along Lot #45 North 47 degrees 28 minutes 00 seconds East 320.55 feet to the first mentioned point and place of beginning.

CONTAINING 199,346

BEING Parcel No. 58-0

Tract 1 is Lot 44

Tract 2

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lots #45 and #46 on a Subdivision Plan recorded on April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the s

Boulevard) (80.00 feet wide), a corner of Lot #44; thence along said right-of-way line North 20 degrees 22 minutes 00 seconds West 198.44 feet to a point of curvature; thence crossing Campus Drive (Renaissance Blvd.) North 69 degrees 38 minutes 00 seconds East 80.00 feet to a point on the northeasterly right-of-way line in line of Campus Drive (Renaissance Blvd.); thence along said right-of-way line South 20 degrees 22 minutes 00 seconds East 21.08 feet to a point a corner of Lot #41 on said plan; thence along Lot #41 North 64 degrees 45 minutes 00 seconds East 132.10 feet to a point a corner of lands of American Guaranty & Trust Co.; thence along said lands of Francis Bearoff and Rovin, Inc. South 24 degrees 39 minutes 00 seconds East 1240.05 feet to a point on the title line of Swedeland Road; thence along said title line the two (2) following courses and distances:

1. South 36 degrees 58 minutes 11 seconds West 486.55 feet to a point
2. South 40 degrees 24 minutes 38 seconds West 217.94 feet to a point a corner of lands of Gulph Mills Golf Club; thence along said lands the six (6) following courses and distances:
 1. North 49 degrees 35 minutes 20 seconds West 250.00 feet to a point
 2. North 40 degrees 24 minutes 38 seconds East 208.37 feet to a point
 3. North 36 degrees 07 minutes 30 seconds East 352.46 feet to a point
 4. North 33 degrees 30 minutes 17 seconds West 645.88 feet to a point
 5. North 74 degrees 03 minutes 50 seconds West 295.90 feet to a point
 6. North 57 degrees 23 minutes 17 seconds West 135.50 feet to a point a corner of Lot #44 on said plan; thence along Lot #44 the three (3) following courses and distances:
 1. North 62 degrees 30 minutes 00 seconds East 248.14 feet to a point
 2. North 80 degrees 35 minutes 00 seconds East 42.31 feet to a point
 3. North 88 degrees 06 minutes 00 seconds East 106.50 feet to the first mentioned point and place of beginning.

CONTAINING 12.558 acres.

BEING Parcel No. 58-00-02694-05

Tract 2 is

Lot 7 (Tax map parcel 7)

Tract 3 (

DESCRIPTION of property and improvements thereon, situate in Upper Merion Township, Montgomery County, Pa., designated as Lot #3 on a Final Subdivision Plan for Liberty Property Trust, dated 1-3-96, last revised 5-1-96, prepared by Chester Valley Engineer, Inc., Paoli, Pa., said lot being more fully described as follows to wit:

BEGINNING at a spike on marking the intersection of the centerline of Flint Hill Road (60 feet wide) and the northerly right of way line of Viking Road extended (40 feet wide); thence leaving said title line and along Viking Road South 66 degrees 22 minutes 26 seconds West 209.12 feet to an iron pin a corner of lands N/L of James Heslin; thence along said lands and lands N/L of Swedeland Commons South 68 degrees 17 minutes 16 seconds West 414.17 feet to a point a corner of Lot #2 on said plan; thence along Lot #2 North 23 degrees 14 minutes 06 seconds West 367.04 feet to a point in line of lands N/L of Gulp Mills Industrial Center; thence along said lands North 66 degrees 45 minutes 54 seconds East 576.95 feet to a spike on the centerline of Flint Hill Road; thence along the centerline of Flint Hill Road South 30 degrees 13 minutes 42 seconds East 379.45 feet to the first mentioned point and place of beginning.

CONTAINING: 5.153 Acres

BEING Parcel No: 58-00-07120-00-4

Tract 3 is

Renaissance Stormwater Basin

EXHIBIT "B"

ALL THAT CERTAIN parcel of ground situate in Renaissance Park Upper Merion Township, Montgomery County, PA., designated as Parcel 2 on a Subdivision Plan of Crater Resources, Inc. dated 11-29-1999, last revised 01-30-01, made for Crater Resources, Inc, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, PA., said plan being recorded in Montgomery County in Plan Book A-60 Page 40 on 04-26-01, said parcel being more fully described as follows to wit:

BEGINNING at a point in line of lands N/L of Gulph Mills Golf Club and a corner of Parcel 1 on said plan said point being measured the three (3) following courses and distances from a point on the southerly right-of way line of Renaissance Boulevard (60 feet wide) a common corner of RT Option, Inc and Parcel 1 on said plan: (1) leaving the said right-of-way line and along the common boundary line of RT Option, Inc and Parcel 1 South 22 degrees 02 minutes 49 seconds East 320.22 feet to a point (2) South 10 degrees 04 minutes 05 seconds East 200.00 feet to a point (3) North 79 degrees 55 minutes 55 seconds East 11.48 feet to the place of beginning; thence from the point of beginning and along Parcel 1 the eight (8) following courses and distances: (1) North 04 degrees 52 minutes 30 seconds East 60.25 feet to a point, (2) North 38 degrees 21 minutes 30 seconds East 122.97 feet to a point, (3) North 89 degrees 56 minutes 50 seconds East 59.66 feet to a point, (4) North 82 degrees 51 minutes 00 seconds East 232.93 feet to a point, (5) North 59 degrees 32 minutes 00 seconds East 117.88 feet to a point, (6) South 75 degrees 01 minutes 50 seconds East 244.11 feet to a point, (7) South 87 degrees 28 minutes 30 seconds East 208.08 feet to a point, (8) South 03 degrees 21 minutes 00 seconds West 229.61 feet to a point in line of lands of Gulph Mills Golf Club; thence along the same the three (3) following courses and distances: (1) South 84 degrees 44 minutes 04 seconds West 72.09 feet to a point, (2) North 76 degrees 15 minutes 24 seconds West 513.51 feet to a point, (3) South 79 degrees 55 minutes 55 seconds West 338.72 feet to the first mentioned point and place of beginning.

CONTAINING: 3.696 Acres

BEING Parcel No: 58-00-18605-00

This is 1/2 Quarry 3



APPENDIX A6

Settlement Agreement Providing Access to RAGM Holding Company Properties

5

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Settlement Agreement" or the "Agreement") is made by and between Beazer East, Inc. ("Beazer"), Keystone Coke Company ("Keystone") and Vesper Corporation ("Vesper") (collectively, "Plaintiffs") and Crater Resources, Inc., Haploid Corporation, Swedeland Road Corporation, RAGM Settlement Corp., RT Option Corp., RAGM Holding Company ("RAGM Holding") and H. Donald Pasquale (collectively, "Defendants") as of December 21, 2005.

A. Defendants represent and warrant that: Crater Resources, Inc. ("Crater"), Haploid Corporation ("Haploid"), Swedeland Road Corporation ("Swedeland"), RAGM Settlement Corp. ("RAGM Settlement") and R.T. Option Corp. ("R.T. Option") are each corporations which exist but no longer transact business.

B. Defendants represent and warrant that Each Parcel Asis, Inc. ("Each Parcel"), and Out Parcels, Inc. ("Out Parcels"), were merged into RAGM Holding as of January 1, 2002, that RAGM Holding succeeded to the rights and liabilities of Each Parcel and Out Parcels, and that, as a result of said merger, RAGM Holding now owns property known as "Lot 44", the legal description of which is set forth on Exhibit "A", attached hereto and incorporated herein by reference.

C. Plaintiffs filed a Motion for Civil Contempt (the "Motion") against Defendants in June, 2002. The Motion alleged that Defendants failed to pay Plaintiffs proceeds from the sales of properties (the "Development Properties") owned by some of Defendants in the Crater Resources Superfund Site in Upper Merion, PA (the "Site") pursuant to the Settlement Agreement and Consent Decree amongst the parties dated as

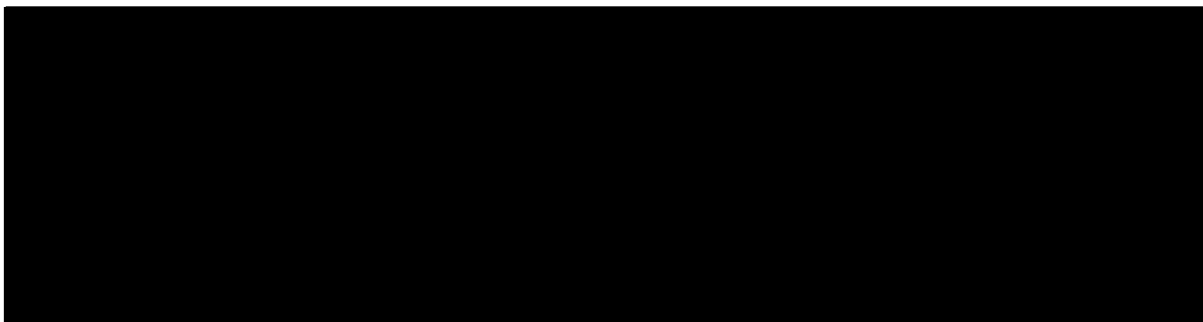
of December 31, 1999 (the "Consent Decree"). The Consent Decree does not require that H.Donald Pasquale personally undertake, participate in or contribute to any response actions with respect to the Site (as defined in the Consent Decree) or to make any payments thereunder.

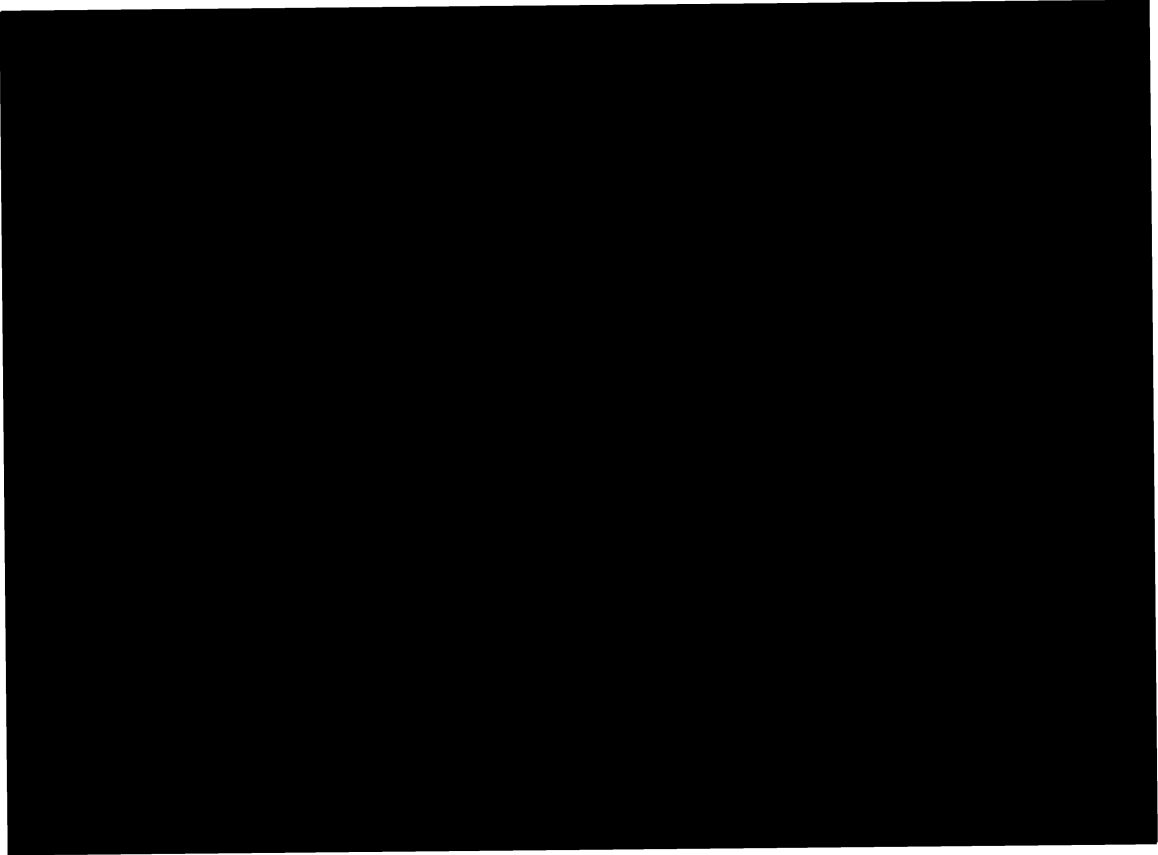
D. In response to Plaintiffs' Motion, Defendants alleged, among other things, that Plaintiffs owed money to Defendants for development costs, pursuant to an agreement related to work done by Liberty Property Group at the Site and for other reasons.

E. The parties have agreed to resolve the dispute described in the Motion and the response thereto through this Settlement Agreement. Accordingly, this Settlement Agreement represents a compromise of Plaintiffs' claim for money from Defendants arising from the sale of the Development Properties and a compromise of Defendants' claims against Plaintiffs. The compromise requires, among other things, payments to Plaintiffs.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, Plaintiffs and Defendants all agree as follows:

1. Except as otherwise set forth herein, all capitalized terms will have the meanings given to such terms in the Consent Decree.





3. A. 1) Plaintiffs, for themselves and their successors, agents and assigns, hereby release and discharge all claims which they did assert or could have asserted against Defendants in the proceedings on the Motion, or arising under the Consent Decree (including without limitation any obligation of Defendants to pay money to Plaintiffs as Net Proceeds or otherwise), in connection with the development or sale of any of the Development Properties; and 2) Defendants, for themselves and their successors, agents and assigns, hereby release and discharge all claims which they did assert or could have asserted against Plaintiffs in the proceedings on the Motion, or arising under the Consent Decree (including without limitation any obligation of Plaintiffs or the Settlement Fund to pay money to Defendants attributable to (a) Qualified Development Costs, (b) any and all claims arising under the Agreement

Concerning Settlements with Liberty or Other Third Parties and Concerning Cash Reimbursement, dated as of December 30, 1999 (the "Liberty Agreement"), (c) claims attributable to any alleged delay, increase in cost or difficulty caused by any of the parties in negotiation or closing on the sales of any of the Development Properties or any damages allegedly arising therefrom, (d) claims attributable to any alleged delay, increase in cost or difficulty caused by any of the parties in negotiating or finalizing the settlement agreement with Gulph Mills Golf Club dated as of November 9, 2000 pertaining to the Site; and (e) claims for reimbursement of any cleanup costs or other response costs already incurred by Defendants at the Site).

B. Defendants, on behalf of themselves and their successors, agents and assigns, also waive and release any and all claims they may have relating to the sale of Lot 44, including without limitation any claims of interference with, delay of or loss of the sale of, or reduction in the price or value of, Lot 44 as a result of any acts or omissions occurring prior to the date of this Agreement.

C. The mutual releases set forth in this Section 3 apply only to the area within the outline on the map attached hereto as Exhibit "D," which outlined area is labeled on the map "Area Subject to Settlement Agreement of December, 2005", and notwithstanding any language of this Section 3 which may be construed to the contrary, does not apply to Area 7 (by way of example only) or to any obligations specifically set forth or preserved elsewhere in this Agreement. For purposes of any future dispute regarding whether or not the area outside the circled area on Exhibit D is part of the Site under the Consent Decree or which

parties are responsible for Costs of Response outside the circled area on Exhibit D under the Consent Decree, the parties to this Settlement Agreement agree that neither this Section 3 nor Exhibit D shall have any effect on the determination of such dispute and shall not be considered in resolving such dispute.

4. The costs of the Risk Assessment pertaining to Lot 44 and of any remediation required by EPA for Lot 44, which will be determined as set forth in this Section 4 (collectively, the "Lot 44 RD/RA"), will be paid from the Settlement Fund. Plaintiffs shall use all reasonable efforts to obtain EPA's expeditious review and approval of the Lot 44 RD/RA. However, anything to the contrary in the preceding sentence or in this Agreement notwithstanding, subject to the provisions of this Section 4, Plaintiffs may take such actions as they deem appropriate to seek the most cost-effective Lot 44 RD/RA, and Defendants will in good faith use reasonable efforts to cooperate with Plaintiffs in such efforts. Notwithstanding the provisions of the preceding sentence or any other provision for cooperation in this Agreement or any other agreement between the parties, Defendants' duty to cooperate shall not obligate Defendants to expend any money or to incur any financial obligation, other than internal costs and fees for counsel or other third party professional consultants they may choose to retain (which fees and costs Defendants shall pay). Should Plaintiffs request Defendants to do any act pursuant to their duty to cooperate under this Agreement, or any other agreement between the parties, that would result in the expenditure of money or the incurrence of any financial obligation by Defendants (other than internal costs and fees for counsel or other third party professional consultants they may choose to retain), Plaintiffs must agree in writing

in advance to pay such costs in order for Defendants to be obligated to perform and for Plaintiffs to be obligated to pay for Defendants' performance of the requested act.

The Lot 44 RD/RA will be determined as follows:

A. On or before September 20, 2006, Plaintiffs shall submit to EPA the Risk Assessment seeking to obtain EPA's approval of a "no action" or other alternative, under which the Areas of Concern on Lot 44, identified in AGC's Operable Unit 8, Area 6, Investigation Report as the Former Dump Area ("FDA") and the Southeastern Property Area ("SPA") (together, the "Areas of Concern"), do not need to be capped in full as the parties presently understand is contemplated by the ROD.

B. Plaintiffs shall use all reasonable efforts to obtain EPA's expeditious review and approval of the Risk Assessment.

C. Plaintiffs may negotiate with EPA and attempt to secure modifications to any decisions of EPA concerning the Risk Assessment and/or the Lot 44 RD/RA until the "End Date." The End Date is defined as the earlier of 1) May 20, 2007 or 2) sixty (60) days after such time as Plaintiffs have received written notice from Defendants that Defendants have a fully executed contract with a third party buyer to purchase Lot 44, accompanied by a copy of said contract; provided, however, that under no circumstance will the End Date be earlier than January 20, 2007.

D. If EPA has not approved a "no action" remedy for the Areas of Concern on Lot 44 by the End Date, Plaintiffs will submit to EPA on the End Date a

remediation plan to cap the Areas of Concern on Lot 44 in a manner consistent with the ROD, except to the extent that EPA has approved by the End Date an alternative remediation for all or part of the Areas of Concern on Lot 44. If EPA approves an alternative remediation for either of the Areas of Concern by the End Date, Plaintiffs will submit the alternative remediation plan approved by EPA for such area by the End Date (or no remediation plan for any part of Lot 44 as to which EPA has approved a "no action" alternative), along with the remediation plan to cap the areas of concern, if any, for which neither a "no action" or other alternative has been approved by EPA prior to the End Date.

5. After submission of any remediation plan pursuant to Subsection 4.D. of this Agreement, Plaintiffs shall diligently implement the Lot 44 RD/RA. The obligations of Plaintiffs and of the Settlement Fund under Sections 4 and 5 of this Agreement will terminate upon EPA's approval of the fully constructed remediation of Lot 44, except for the performance of any operation and maintenance which may be required by EPA as set forth in Section 8 of this Agreement.

6. The parties acknowledge that substantial benefits may accrue to Plaintiffs and Defendants by entering into an arrangement whereby the purchaser of Lot 44 assumes legal liability for implementation of an EPA-approved RD/RA for Lot 44. When a third party buyer has been identified and EPA has approved, or is considering, the RD/RA for Lot 44, the parties will negotiate in good faith to attempt to reach terms acceptable to each of the parties under which the buyer will assume legal liability for implementation of the EPA-approved RD/RA and any operation and maintenance obligations at Lot 44.

7. The liability of the Settlement Fund under this Agreement is for the costs of implementing the Lot 44 RD/RA as Lot 44 presently exists. Subject to the preceding sentence and Section 4 of this Agreement, Plaintiffs will use reasonable efforts to cooperate in good faith with Defendants to obtain and perform an RD/RA that is consistent with future commercial development of Lot 44, provided that neither Plaintiffs nor the Settlement Fund will pay or be responsible for any costs or expenses additional to those which are required to obtain EPA's approval for and implement the Lot 44 RD/RA as Lot 44 presently exists.

A. Defendants for themselves, their successors, agents and assigns, covenant that they will not urge EPA, will not claim, and will not file any suit against the Plaintiffs in which they claim, that capping, "no action" or any other remediation of either or both of the FDA and the SPA, is not consistent with future commercial development of Lot 44, provided that the remediation is required by EPA, or is approved by EPA in accordance with this Agreement. Further, Defendants acknowledge Plaintiffs' plans to seek the most cost-effective Lot 44 RD/RA, and will and may not assert to EPA that Plaintiffs' plans are inadequate or not protective. As part of the Lot 44 RD/RA, Plaintiffs will not dispose or store at Lot 44 materials the effect of which would be to materially impair the value of Lot 44.

B. Notwithstanding anything to the contrary herein, Plaintiffs will not perform, pay or be responsible for any costs of developing Lot 44 or any other property, including development costs incurred to accommodate the environmental remediation, such as the cost of grading the property for its

development in a manner that does not disturb contaminated materials that are allowed to be left on site and/or a cap over said materials, or for any environmental investigation or remediation costs which would not have to be incurred but for the development of the property, such as the costs of off-site disposal of contaminated materials that EPA approves leaving on-site. The above examples are not intended to be exclusive.

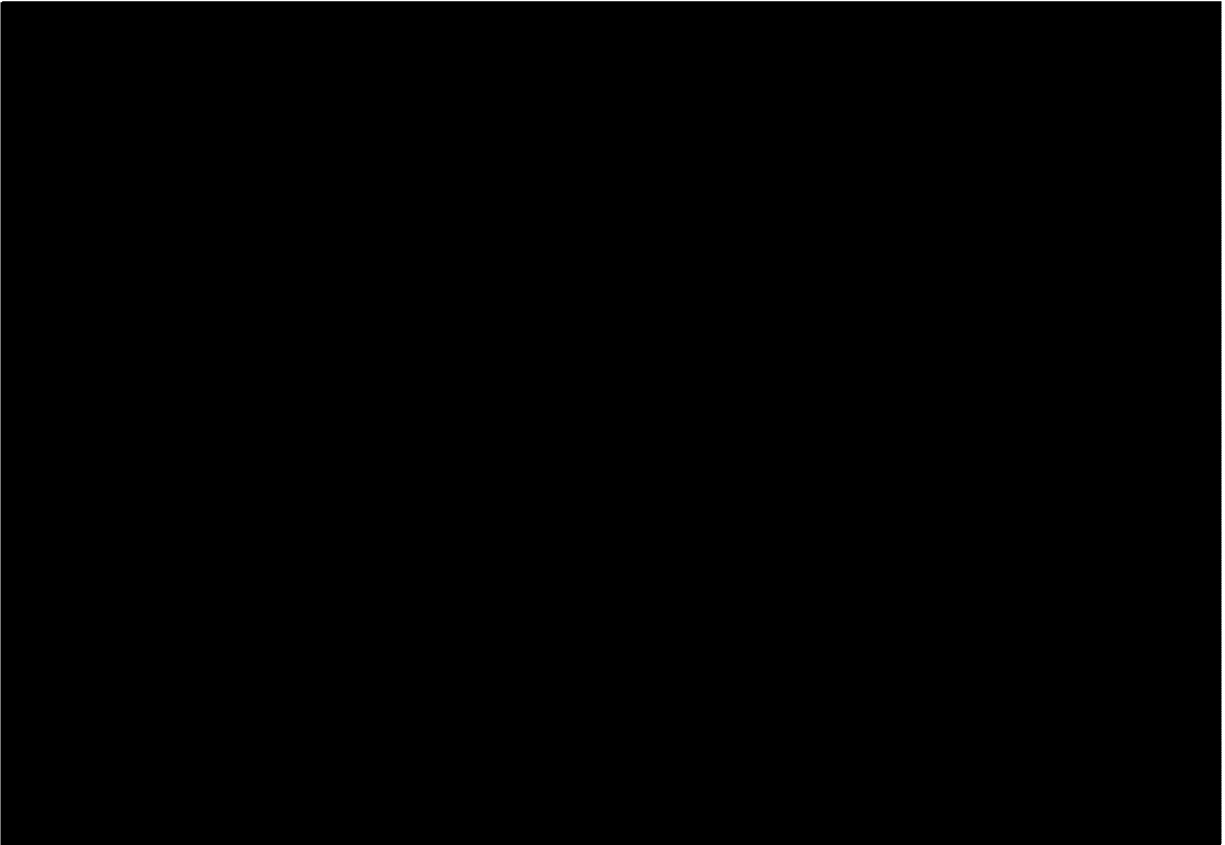
8. Upon sale or other conveyance of Lot 44, the deed will include all notices and/or restrictions required by law and as required by the EPA Administrative Order for Remedial Design and Remedial Action, Docket No. 3-2001-0009, dated April 30, 2001 (the "Unilateral Order"). Further, and without limiting the requirements of the preceding sentence, concurrent with the execution of this Agreement, Defendants will execute a document attached hereto as Exhibit "E" (the "Restrictive Covenant") which will restrict the use of Lot 44 in perpetuity according to the restrictions set forth therein. The owner of Lot 44 will be required to perform at its own cost and expense, with no recourse to Plaintiffs, any operation and maintenance of the remedy which EPA or the Pennsylvania Department of Environmental Protection ("DEP") requires at Lot 44 (the "O&M Work") which would be a normal cost of property ownership if the property was uncontaminated, such as cutting grass and maintaining the integrity of a parking lot at Lot 44, but the owner will not be required, and Plaintiffs, using funds from the Settlement Fund or at their own cost and expense (as Plaintiffs determine in their sole discretion), will perform O&M Work which would not be a normal cost of property ownership if the property was uncontaminated. Concurrent with execution of this Agreement, Defendants will place perpetual deed restrictions on all properties which they own at the Site restricting them to

non-residential uses and prohibiting the use of Site groundwater for all purposes.

Defendants will execute such other documents containing such notices or use restrictions as may be required by EPA or any other regulatory authority to implement the Remediation (defined below), within ten (10) days of a written request to do so by Plaintiffs at such time as such notice or restriction is needed to implement the Remediation. All notifications and deed restrictions required by this Section 8 shall be recorded within ten (10) days after execution in the office of the Recorder of Deeds in and for Montgomery County. Defendants hereby authorize Plaintiffs to record the executed Exhibit "E" in the office of the Recorder of Deeds in and for Montgomery County. Plaintiffs will provide to Defendants a copy of the recorded Exhibit "E" within ten (10) days after it is filed with said Recorder's office; Defendants will provide to Plaintiffs a copy of any and all other recorded documents and notifications within ten (10) days after they are filed with said Recorder's office. Defendants represent and warrant that the real properties which are subject to the Restrictive Covenant are the only real properties which any Defendant owns at or in the area of the Site. Defendants are responsible to pay any and all fees and costs incurred by Plaintiffs in enforcing any of the provisions of this Section 8.

9. Defendants agree that, upon request by Plaintiffs, they will in good faith use reasonable efforts to cooperate in facilitating the performance of all environmental investigation, remediation and other response actions at the Site in an expeditious manner and so that such work may be performed as cost effectively as possible. Notwithstanding the provision of the preceding sentence or any other provision for cooperation in this Agreement or any other agreement between the parties, Defendants' duty to cooperate

shall not obligate Defendants to expend any money or to incur any financial obligation, other than internal costs and fees for counsel or other third party professional consultants they may choose to retain (which fees and costs Defendants shall pay). Should Plaintiffs request Defendants to do any act pursuant to their duty to cooperate under this Agreement, or any other agreement between the parties, that would result in the expenditure of money or the incurrence of any financial obligation by Defendants (other than internal costs and fees for counsel or other third party professional consultants they may choose to retain), Plaintiffs must agree in writing in advance to pay such costs in order for Defendants to be obligated to perform and for Plaintiffs to be obligated to pay for Defendants' performance of the requested act. Defendants agree that they will respond to any request by Plaintiffs under this Section 9 within ten (10) days of receipt by the Defendant(s) to whom it is directed. Subject to the limitations set forth above, Defendants agree that, to the extent they have an interest in real property at the Site, they shall provide access to Plaintiffs to allow Plaintiffs to comply with the Unilateral Order. Access shall be provided pursuant to an Access Agreement executed simultaneously herewith, a copy of which is attached hereto as Exhibit "F". Defendants represent and warrant that the real properties to which RAGM Holding and Crater Resources, Inc. are providing access in the Access Agreement are the only real properties which any Defendant owns or controls at or in the area of the Site.



11. Except as provided in this Settlement Agreement or the other agreements executed in conjunction herewith (the Access Agreement, attached hereto as Exhibit "F", the Mortgage, attached hereto as Exhibit "C", and the Escrow Agreement, attached hereto as Exhibit "B"), Defendants will have no further duties, obligations or liabilities under the Consent Decree, the QSF Agreement or the Liberty Agreement, and will have no further rights or benefits under the Consent Decree, the QSF Agreement or the Liberty Agreement. As used herein, the term "QSF Agreement" means the Qualified Settlement Fund Trust Agreement, amongst Plaintiffs, certain of the Defendants, Summit Bank, as Trustee, and certain other parties, signed during June-August, 2000.

A. Defendants hereby authorize Plaintiffs to use, in common with Defendants, all rights and benefits presently held by any Defendant relevant to investigation, remediation or other response actions at the Site (the

“Remediation”) contained in any agreements executed by one or more Defendants or their Affiliates. Defendants will not allow any such rights or benefits to be terminated in the future without the written approval of Plaintiffs. The parties understand the agreements referenced in the first sentence of this subsection A includes, without limitation:

- i. The Easement Agreement between the Gulph Mills Golf Club and Crater Resources, Inc., dated as of November 9, 2000;
- ii. The Easement Agreement (Permanent Drainage Easement) between Renaissance Land Associates III, L.P. and Crater Resources, Inc. dated December 20, 2001; and
- iii. The Additional Access Easement Agreement between Renaissance Land Associates III, L.P. and Crater Resources, Inc. which, inter alia, provides access from Renaissance Boulevard to Quarry 3 over a 50 foot wide strip of land.

B. While Plaintiffs will control, and Defendants no longer will have any authority concerning the Remediation, Plaintiffs will keep Defendants fully informed of the status of the work and fully informed, on a real time basis, concerning plans and actions being taken to fulfill their obligations under this Agreement and under the Consent Decree and of EPA’s position regarding same, which informational requirements consist of the following: Plaintiffs will provide to Defendants (i) monthly progress reports when they are submitted to EPA; (ii) reports or other submissions concerning Lot 44 when submitted to EPA; (iii) any

other material submissions to EPA by or on behalf of the Plaintiff group, or communications from EPA to the Plaintiff group, concerning Site remediation; and (iv) such other information as Defendants may reasonably request. Plaintiffs also will provide to Defendants the estimate of the cost to remediate the Site, as and when it may be updated from time to time, to enable Defendants to monitor their potential continuing liability under Sections 10 and 12 of this Agreement. Defendants will continue to be obligated to cooperate with Plaintiffs, subject, however, to the limitations on cooperation set forth in Sections 4 and 9, above.

In addition:

- i. The mutual releases set forth in Section 11(b) of the Consent Decree shall remain in full force and effect and shall survive this Agreement.
- ii. The parties will continue to be bound by the provisions of the Consent Decree pertaining to confidentiality and privileged information and documents.
- iii. The parties will continue to be bound by the provisions of the Consent Decree pertaining to cooperation regarding insurance and confidentiality of insurance.
- iv. Plaintiffs intend to submit assessments and reports to EPA concerning the Remediation, including reports which may seek to allow soils and substances to remain on-Site which the ROD presently directs to be excavated and disposed off-Site, or to allow soils not to be capped which the ROD presently directs to be capped. Defendants acknowledge

Plaintiffs' plans, and subject to the following sentence, will not object to or interfere with Plaintiffs' efforts, and may not assert to EPA that Plaintiffs' plans are inadequate or not protective. Plaintiffs may not dispose or store at Lot 44 materials the effect of which would be to materially impair the value of Lot 44.

v. Notwithstanding anything in this Agreement, the provisions of the Consent Decree which survive its termination will remain in effect.

vi. Nothing in this Agreement, including Section 3 hereof, is intended by Plaintiffs or Defendants to address responsibility for any costs associated with the environmental investigation or remediation of Area 7.

vii. The provisions of Section 4.g. of the Consent Decree, concerning untimely payment, continue to apply to all parties with respect to any payments required under this Agreement.

C. Defendants will keep Plaintiffs fully informed of the status of efforts to sell Lot 44, including responding to reasonable requests for information by Plaintiffs.

12. Subject to the qualifications below, and notwithstanding anything elsewhere in this Settlement Agreement to the contrary, Plaintiffs shall not enforce the liability and obligation of the Defendants to perform and observe the obligations contained in this Settlement Agreement against the individual H. Donald Pasquale ("HDP") by any action or proceeding wherein a money judgment shall be sought against

HDP, except that Plaintiffs may bring a foreclosure action, an action for specific performance or any other appropriate action or proceeding to enable Plaintiffs to enforce and realize upon their interest and rights under this Agreement and the Mortgage or in the collateral securing the obligations of the Defendants under this Agreement and the Mortgage; provided, however, that, except as provided herein, any money judgment obtained in any such action shall not extend to or be enforceable against HDP. The foregoing sentence shall not in any way waive, release or impair any other rights Plaintiffs may have, or otherwise prevent Plaintiffs from taking any other actions of whatever nature to enable Plaintiffs to enforce and realize upon their interest and rights, under this Agreement and the Mortgage or in the collateral securing the obligations of the Defendants under this Agreement and the Mortgage. Further, the provisions of this Section 12 shall not (i) limit or otherwise affect the liability of any Defendant other than HDP for the payment and performance of any and all obligations of any Defendant under this Agreement or the Mortgage, any and all of which liability shall be joint and several and shall be fully recourse to each Defendant other than HDP and each Defendant other than HDP shall be fully, personally liable for any and all such obligations or (ii) constitute a waiver of the right of Plaintiffs, or in any way prevent or impair the rights of Plaintiffs, to enforce the liability and obligation of HDP, by money judgment or otherwise, and HDP shall be fully personally liable for any loss, damage, cost, expense, liability, claim or other obligation incurred by Plaintiffs (including attorneys' fees and costs reasonably incurred) arising out of or in connection with any of the following (all such liability and obligation of HDP for any or all of the following being referred to herein as ***"HDP's Recourse Liabilities"***): (a) any conveyance of Lot 44 or any portion of

Lot 44 not permitted by the Mortgage, except for a taking by a governmental or quasi-governmental authority or public authority by the exercise of the power of eminent domain or other power of condemnation provided that (x) Plaintiffs promptly receive the full amount of any award, damages or other proceeds of such taking to the extent of the obligations secured by the Mortgage and (y) that no Event of Default under the Mortgage occurs arising out of or in connection with such taking; (b) if Plaintiffs do not receive the full sum of [REDACTED] upon a sale or other conveyance of Lot 44, or otherwise when due, pursuant to Section 2 of the Settlement Agreement or the Mortgage; (c) any interference by any Defendant with the exercise of any permitted remedies by Plaintiffs under the Settlement Agreement or the Mortgage, which interference includes without limitation any challenge to or litigation concerning the confession of judgment or ejectment under the Mortgage; (d) if Plaintiffs do not receive the full sum of [REDACTED] when due pursuant to Section 2.A. of this Settlement Agreement; or (e) fraud or intentional misrepresentation, or misappropriation by HDP or any agent therefore or affiliate thereof, of any sums to be paid to Plaintiffs under the Settlement Agreement or the Mortgage.

13. Further, notwithstanding anything to the contrary in this Agreement or the Mortgage, Plaintiffs shall not be deemed to have waived any right which the Plaintiffs may have under Sections 506(a), 506(b), 1111(b) or any other provision of the U.S. Bankruptcy Code to file a claim for the full amount of the Settlement Payment then unpaid or to require that all collateral shall continue to secure the full amount of the Settlement Payment in accordance with this Agreement and the Mortgage.

14. Defendants agree to terminate, and have terminated pursuant to a Termination Agreement which is attached hereto as Exhibit "G," Defendants' interests and any and all rights they have in a Remedial Design Agreement by and between Advanced Geoservices Corp., Plaintiffs and some of Defendants, dated as of 2001, except that Defendants retain any and all rights in such contracts which survive termination thereof.

15. All notices, instructions, demands and other communications hereunder shall be in writing and shall be given or made by hand, by fax or by United States certified mail, return receipt requested, and shall be deemed to have been given or made when delivered, if given or made by hand, when the sender of a fax receives confirmation that the fax has been successfully sent, or otherwise when received, addressed to the party for whom intended as follows:

(a) if to any Plaintiff, to each Plaintiff as follows:

To Beazer East, Inc.
William F. Giarla, Esquire
Beazer East, Inc.
One Oxford Center
301 Grant Street, Suite 3000
Pittsburgh, PA 15219
Phone - (412) 208-8843
Fax - (412) 208-8803

To Keystone Coke Company
Ronald A. Sarachan, Esquire
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Phone - (215) 864-8333
Fax - (215) 864-9784

To Vesper Corporation

Douglas F. Schleicher, Esquire
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 South Broad Street
Philadelphia, PA 19102
Phone - (215) 569-2795
Fax - (215) 568-6603

(b) **To any Defendant**

Joseph McGovern, Esquire
Obermayer Rebmann Maxwell & Hippel LLP
One Penn Center, 19th Floor
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1895
Phone - (215) 665-3058
Fax - (215) 665-3165

or, as to any party, at such other address as may be specified by such party in a notice given to the other parties in accordance with the provisions of this Section 15.

16. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.

17. Except as set forth herein, the Consent Decree remains unmodified and in full force and effect. This Agreement may not be terminated, modified or amended, nor any provision hereof waived, in whole or in part, except by a writing signed by the party against whom enforcement of such termination, modification, amendment or waiver is sought.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

19. The parties acknowledge and agree that time is of the essence for the performance of all acts required under this Agreement.

20. The parties' acknowledge that this Agreement constitutes an amendment of the Consent Decree and as such shall be submitted to the Court for approval and for entry as same, and that the Court shall retain jurisdiction for enforcement, (including specific performance), if necessary, of the terms and conditions set forth herein. Plaintiffs agree that should they fail to make any submission to EPA required by this Agreement, at the time required by this Agreement, Defendants may immediately seek specific performance through an emergency application to the Court. Plaintiffs agree to waive any requirement or demand for a bond in such action and agree that failure to make submission to EPA of (i) the Risk Assessment at the time specified in Section 4.A. of this Agreement or (ii) such document, if any, as may be required under Section 4.D. of this Agreement at the time set forth in Section 4.D. of this Agreement, shall constitute irreparable harm to Defendants for which they have no adequate remedy at law. Defendants agree that should they fail to make any payment when required of them by Section 2 or 10 of this Agreement, and fail to fully and completely cure such failure within five (5) business days after receipt of written notice of same from Plaintiffs, then Plaintiffs may, at their sole discretion, declare this Agreement to be null and void and of no force or effect, or may seek any other remedy available at law or at equity.

21. Statements, provisions, terms and recitals contained herein are binding only between the parties to, and for the purposes contemplated by, this Agreement. The parties to this Agreement understand and agree that any statements, provisions, terms and recitals contained herein shall not, for any purposes whatsoever, constitute an admission

or admissions. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense nor any estoppel by any person not a party to this Agreement. However, nothing in this Section 21 is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition of this Agreement by any party to this Agreement.

22. The undersigned represent and warrant that they have full authority to enter into this Settlement Agreement and all other documents executed in connection herewith, and to perform their respective obligations hereunder and under such other documents.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement
Agreement to be executed as of the day and year first above written.

RAGM HOLDING COMPANY

By: 

Name:

Title: *pres*

CRATER RESOURCES, INC.

By: 

Name: *William Craven*

Title: *pres.*

HAPLOID CORPORATION

By: 

Name: *William Craven*

Title: *pres*

SWEDELAND ROAD CORPORATION

By: 

Name:

Title: *pres*

RAGM SETTLEMENT CORP.

By: 

Name:

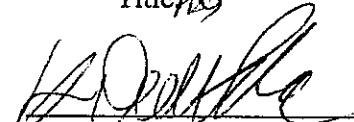
Title: *pres*

RT OPTION CORP.

By: 

Name:

Title: *CEO*


H. DONALD PASQUALE

BEAZER EAST, INC.

By: _____

Name:

Title:

KEYSTONE COKE COMPANY

By: _____

Name:

Title:

VESPER CORPORATION

By: _____

Name:

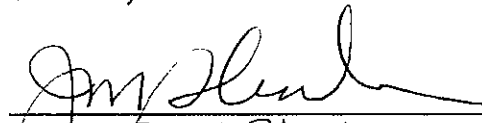
Title:

RT OPTION CORP.

By: _____
Name:
Title:

H. DONALD PASQUALE

BEAZER EAST, INC.

By: 
Name: Bill M. Blunden
Title: Vice President

KEYSTONE COKE COMPANY

By: _____
Name:
Title:

VESPER CORPORATION

By: _____
Name:
Title:

RT OPTION CORP.

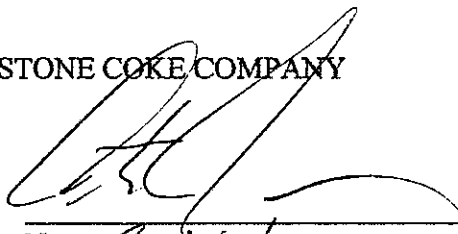
By: _____
Name:
Title:

H. DONALD PASQUALE

BEAZER EAST, INC.

By: _____
Name:
Title:

KEYSTONE COKE COMPANY

By:  _____
Name: *Curtis A. Jones*
Title: *Secretary*

VESPER CORPORATION

By: _____
Name:
Title:

RT OPTION CORP.

By: _____
Name:
Title:

H. DONALD PASQUALE

BEAZER EAST, INC.

By: _____
Name:
Title:

KEYSTONE COKE COMPANY

By: _____
Name:
Title:

VESPER CORPORATION

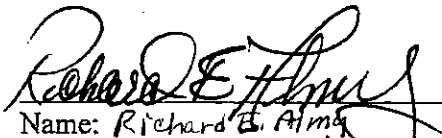
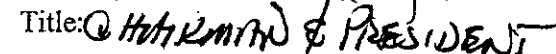
By: 
Name: Richard E. Almy
Title:  & PRESIDENT

EXHIBIT A
LEGAL DESCRIPTION OF LOT 44

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lot #44 on a Subdivision Plan recorded on April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the southwesterly right-of-way-line of Campus Drive (Renaissance Boulevard) (80.00 feet wide), a corner of Lot #45 on said plan; thence along said right-of-way line the three (3) following courses and distances:

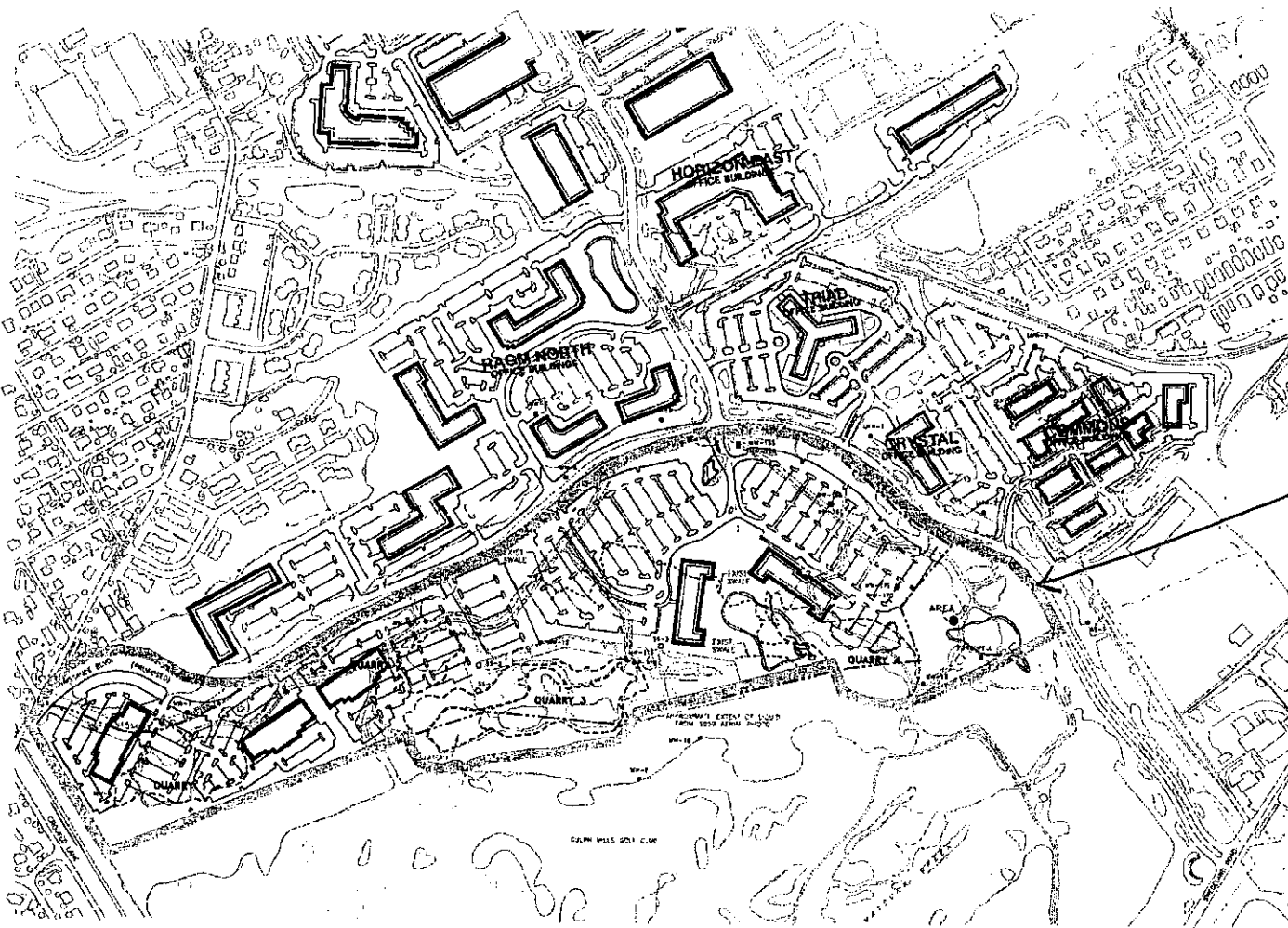
- 1. South 65 degrees 45 minutes 00 seconds East 109.66 feet to a point of curvature**
- 2. On a line curving to the right having a radius of 342.65 feet and an arc length of 271.41 feet to a point of tangency**
- 3. South 20 degrees 22 minutes 00 seconds East 198.44 feet to a point a corner of Lot #89 on said plan; thence along Lot #89 the three (3) following courses and distances:**
 - 1. South 88 degrees 06 minutes 00 seconds West 106.05 feet to a point**
 - 2. South 80 degrees 35 minutes 00 seconds West 42.31 feet to a point**
 - 3. South 62 degrees 30 minutes 00 seconds West 248.14 feet to a point in line of lands of Gulph Mills Golf Club; thence along said lands North 57 degrees 23 minutes 17 seconds West 200.00 feet to a point a corner of Lot #48 on said plan; thence along Lot #48 North 12 degrees 18 minutes 00 seconds West 230.05 feet to a point a corner of Lot #45 on said plan; thence along Lot #45 North 47 degrees 28 minutes 00 seconds East 320.55 feet to the first mentioned point and place of beginning.**

CONTAINING 199,346 square feet.

BEING Parcel No. 58-00-02694-01-1.

EXHIBIT B
ESCROW AGREEMENT

EXHIBIT D
MAP SHOWING AREA SUBJECT TO
SETTLEMENT AGREEMENT OF DECEMBER, 2005



Area Subject
to Settlement
Agreement of
December, 2005

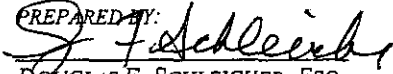
- Notes:**
 1. All buildings are approximately 10' high.
 2. All buildings are approximately 10' high.
 3. All buildings are approximately 10' high.
 4. All buildings are approximately 10' high.
 5. All buildings are approximately 10' high.
 6. All buildings are approximately 10' high.
 7. All buildings are approximately 10' high.
 8. All buildings are approximately 10' high.
 9. All buildings are approximately 10' high.
 10. All buildings are approximately 10' high.

- Legend:**
 - Site Boundary
 - Agreement Boundary
 - Submittal Survey (1977)
 - Scale
 - Old Site Map Location
 - Wrecking Shed Location
 - Marking Shed Road
 - Submittal Survey (1977) Set Design (Agreement Boundary)
 - Area 5
 - Existing and Proposed Building

0 100 200 300 400
 Scale in Feet

NO. DATE APPR.	REVIEWED DATE	NO. DATE APPR.	REVIEWED DATE	Crater Resources Site Crater Resources Environmental Resources Management Crater, Pennsylvania 15801 (812) 374-2502	PROJECT NO. PROJECT NAME PROJECT LOCATION	PROJECT NO. PROJECT NAME PROJECT LOCATION	Plate 1 Anticipated Site Development Patterns DATE: 02/21/03 BY: E. Pennington/Cut SCALE: 1" = 200' CHECKED BY: ERM DATE: 02/21/03 BY: ERM
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EXHIBIT E
RESTRICTIVE COVENANT

PREPARED BY: 
DOUGLAS F. SCHLEICHER, ESQ.

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Restrictive Covenant") is entered into as of this 21st day of December, 2005 by and between

RAGM HOLDING COMPANY ("RAGM Holding"), Pennsylvania corporation, and **CRATER RESOURCES, INC.** ("Crater"), a Pennsylvania corporation (collectively, "Grantors"), and

BEAZER EAST, INC. ("Beazer"), **KEYSTONE COKE COMPANY** ("Keystone") and **VESPER CORPORATION** ("Vesper") (Beazer, Keystone and Vesper collectively may be referred to hereinafter as "Grantees").

R E C I T A L S :

A. RAGM Holding owns real property located in Upper Merion Township, Montgomery County, Pennsylvania which is designated as tax parcels 58-00-07120-00-4, 58-00-02694-01-1 and 58-00-02694-09-2 in Upper Merion Township, Montgomery County, Pennsylvania, all as more particularly described in Exhibit A, attached hereto and made a part hereof (hereinafter, the "RAGM Property").

B. Crater owns real property located in Upper Merion Township, Montgomery County, Pennsylvania which is designated as tax parcel 58-00-18605-00-3 in Upper Merion Township, Montgomery County, Pennsylvania, as more particularly described in Exhibit B, attached hereto and made a part hereof (hereinafter, the "Crater Property").

C. The RAGM Property and the Crater Property are hereinafter collectively referred to as the "Property".

D. The United States Environmental Protection Agency ("EPA") has identified the Property as part of the Crater Resources Superfund Site (the "Site"), and has required that certain remedial actions be undertaken at the Property. Further, EPA has required that certain restrictions apply to the Property to ensure that the remedial actions can be taken, to ensure the integrity and protectiveness of such remedial actions, and to ensure that such actions are not interfered with.

E. Pursuant to a certain Settlement Agreement dated as of December 21, 2005 amongst parties including Grantors and Grantees (the "Settlement Agreement"), Grantors have agreed to restrict the use of the Property to accomplish the foregoing, as set forth herein.

F. Grantors and Grantees, by this Restrictive Covenant, intend to memorialize their agreements and understandings with respect to the foregoing Recitals, which agreements and

AR301058

understandings are intended by the parties to run with the land and bind their respective successors, heirs and assigns.

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the Recitals, the terms, conditions, covenants, understandings, rights and obligations herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby mutually acknowledged, and intending to be legally bound, the parties covenant and agree as follows:

1. **Environmental Restrictions**. Grantors covenant and agree that, commencing on the date hereof and thereafter, it shall refrain from using the Property in any manner that would interfere with or adversely affect the integrity or protectiveness of the response actions to be implemented or which have been implemented pursuant to the Administrative Order for Remedial Design/Remedial Action, Docket No.: 3-2001-0009 regarding the Site, issued by EPA on or about April 30, 2001 (the "Order"). In addition, Grantors shall refrain from using the Property for any purpose which might interfere with, obstruct, or disturb the performance, support, or supervision of the Work (as defined below), including any Operation and Maintenance (as defined below) activities, taken pursuant to the Order. Unless otherwise required for implementation of the Work under the Order or otherwise determined to be necessary by EPA, such restrictions include, but are not limited to, the following:

(a) There shall be no installation or use of new ground water wells or use of any existing ground water wells;

(b) The land may not be used for any residential purposes, provided that the land may be used for a hotel or motel; and

(c) There shall be no disturbance of the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change in the topography of the land without at least thirty (30) days prior written approval from EPA.

(collectively referred to as the "Environmental Restrictions"). In addition, Grantors understand and acknowledges that Grantees may seek to obtain EPA approval to allow soils and substances to remain at the Property; Grantors will not interfere with or object to such efforts by Grantees (provided such efforts by Grantees are permissible). For purposes of this Restrictive Covenant: (i) the term "Work" shall mean all activities Grantees are required to perform under the Order to implement the remedy selected in Section XII of the Record of Decision for the Site (dated on or about September 27, 2000) (the "ROD"), and includes Remedial Design, Remedial Action and Operation and Maintenance, tasks to be performed in accordance with any EPA-approved Work Plan required by the Order, and any other activities required to be undertaken pursuant to the Order; (ii) the term "Remedial Design" means those activities to be undertaken by Grantees to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan; (iii) the term "Remedial Action" means those activities, except for Operation and Maintenance, to be undertaken by Grantees to implement the final plans and specifications that are submitted by Grantees pursuant to the Remedial Design Work Plan and subsequently

approved by EPA, including any additional activities required under the Order; and (iv) "Operation and Maintenance" shall mean all activities that are required under the Operation and Maintenance Plan developed pursuant to the Order and the ROD, and approved by EPA.

2. **Provisions to Run with the Land.** This Restrictive Covenant sets forth protective provisions, covenants, conditions and restrictions pertaining to the Property. Each and every provision of this Restrictive Covenant shall run with the land, and pass with each and every portion of the Property and shall apply to, inure to the benefit of and bind the respective successors in interest and/or assigns of Grantors for the benefit of Grantees and of EPA and the Pennsylvania Department of Environmental Protection, and their successors and assigns.

3. **Counterparts.** This Restrictive Covenant may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(Signatures Appear on Next Page)

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

Dolores R. Santore

RAGM HOLDING COMPANY

By: [Signature]

Title: PRES.

Date: December 21, 2005

Witness:

Dolores R. Santore

CRATER RESOURCES, INC.

By: [Signature]

Title: Pres.

Date: December 21, 2005

Witness:

BEAZER EAST, INC.

By: _____

Title: _____

Date: December __, 2005

Witness:

KEYSTONE COKE COMPANY

By: _____

Title: _____

Date: December __, 2005

Witness:

VESPER CORPORATION

By: _____

Title: _____

Date: December __, 2005

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

RAGM HOLDING COMPANY

By: _____
Title: _____
Date: December __, 2005


Witness:

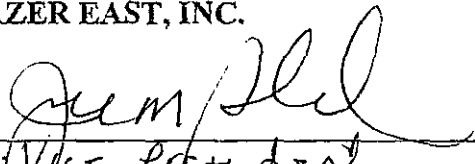
CRATER RESOURCES, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

BEAZER EAST, INC.



By: 
Title: Vice President
Date: December __, 2005
January 10, 2006

Witness:

KEYSTONE COKE COMPANY

By: _____
Title: _____
Date: December __, 2005

Witness:

VESPER CORPORATION

By: _____
Title: _____
Date: December __, 2005

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

RAGM HOLDING COMPANY

By: _____
Title: _____
Date: December __, 2005

Witness:

CRATER RESOURCES, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

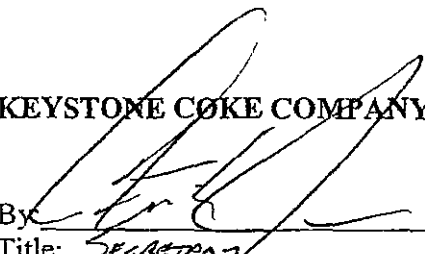
BEAZER EAST, INC.

By: _____
Title: _____
Date: December __, 2005

Witness:

KEYSTONE COKE COMPANY

Marye Maches
M

By: 
Title: SECRETARY
Date: ~~December~~ January 10, 2005

Witness:

VESPER CORPORATION

By: _____
Title: _____
Date: December __, 2005

IN WITNESS WHEREOF, Grantors and Grantees have caused this Restrictive Covenant to be executed in counterpart, each part being an original.

Witness:

RAGM HOLDING COMPANY

By: _____

Title: _____

Date: December __, 2005

Witness:

CRATER RESOURCES, INC.

By: _____

Title: _____

Date: December __, 2005

Witness:

BEAZER EAST, INC.

By: _____

Title: _____

Date: December __, 2005

Witness:

KEYSTONE COKE COMPANY

By: _____

Title: _____

Date: December __, 2005

Witness:

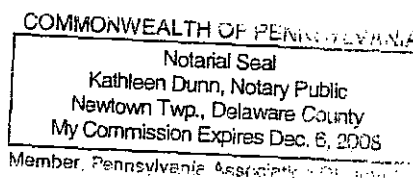
VESPER CORPORATION

Maria Murvosh

By: *Robert E. Flynn*

Title: *CHAIRMAN & PRESIDENT*

Date: December 22 2005

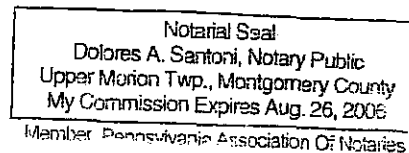


STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this 21ST day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared William Craven, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the PRESIDENT of Crater Resources, Inc., the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Dolores A. Santoni

Notary Public



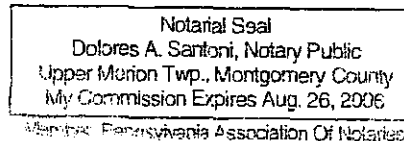
STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this 21st day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Mr. Donald Pasquale who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the HDP PRESIDENT of RAGM Holding Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Dolores A. Santoni

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF _____)



BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of Beazer East, Inc., the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of RAGM Holding Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF ALLEGHENY)

JANUARY, 2006

BE IT REMEMBERED, that on this 10th day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared JILL M. BLUNDIN, who, being by me duly sworn on ^{her} ~~his~~ oath, deposed and made proof to my satisfaction that ~~he~~ ^{she} is the VICE PRESIDENT of Beazer East, Inc., the corporation named in the within instrument; and I having first made known to ~~him~~ ^{her} the contents of the within instrument; ~~he~~ ^{she} did acknowledge that ~~he~~ ^{she} signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Joan S. Gilardi
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joan S. Gilardi, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Apr. 7, 2009
Member, Pennsylvania Association of Notaries

STATE OF ~~PENNSYLVANIA~~ ^{ALABAMA})
)ss.:
COUNTY OF Jefferson)

BE IT REMEMBERED, that on this 10 ^{in January, 2006} day of ~~December, 2005~~, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Curtis W. Lutes, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the SECRETARY of Keystone Coke Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Mary C. Macher
Notary Public
Alabama State at Large
My commission Expires June 28, 2008

Mary C Macher
Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of Vesper Corporation, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

RECORD & RETURN TO:

Douglas F. Schleicher, Esq.
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 S. Broad Street
Philadelphia, PA 19102

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared _____, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the _____ of Keystone Coke Company, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary Public

STATE OF PENNSYLVANIA)
)ss.:
COUNTY OF ^{Delaware} MONTGOMERY)

BE IT REMEMBERED, that on this 22nd day of December, 2005, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Richard E. Almy, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the Chairman + President of Vesper Corporation, the corporation named in the within instrument; and I having first made known to him the contents of the within instrument; he did acknowledge that he signed, sealed and delivered the same as such officer on behalf of the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Kathleen Dunn
Notary Public

RECORD & RETURN TO:

Douglas F. Schleicher, Esq.
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 S. Broad Street
Philadelphia, PA 19102

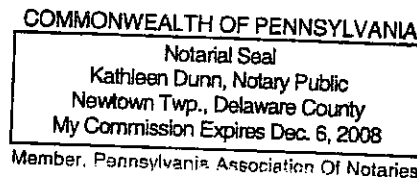


EXHIBIT "A"

Tract 1

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lot #44 on a Subdivision Plan recorded on April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the southwesterly right-of-way-line of Campus Drive (Renaissance Boulevard) (80.00 feet wide), a corner of Lot #45 on said plan; thence along said right-of-way line the three (3) following courses and distances:

1. South 65 degrees 45 minutes 00 seconds East 109.66 feet to a point of curvature
2. On a line curving to the right having a radius of 342.65 feet and an arc length of 271.41 feet to a point of tangency
3. South 20 degrees 22 minutes 00 seconds East 198.44 feet to a point a corner of Lot #89 on said plan; thence along Lot #89 the three (3) following courses and distances:
 1. South 88 degrees 06 minutes 00 seconds West 106.05 feet to a point
 2. South 80 degrees 35 minutes 00 seconds West 42.31 feet to a point
 3. South 62 degrees 30 minutes 00 seconds West 248.14 feet to a point in line of lands of Gulph Mills Golf Club; thence along said lands North 57 degrees 23 minutes 17 seconds West 200.00 feet to a point a corner of Lot #48 on said plan; thence along Lot #48 North 12 degrees 18 minutes 00 seconds West 230.05 feet to a point a corner of Lot #45 on said plan; thence along Lot #45 North 47 degrees 28 minutes 00 seconds East 320.55 feet to the first mentioned point and place of beginning.

CONTAINING 199,346 square feet.

BEING Parcel No. 58-00-02694-01-1.

Tract 2

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lots #42, 43, 76, 89 and a portion of Campus Drive (Renaissance Boulevard) on a Subdivision Plan recorded April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the southwesterly right-of-way line of Campus Drive (Renaissance

Boulevard) (80.00 feet wide), a corner of Lot #44; thence along said right-of-way line North 20 degrees 22 minutes 00 seconds West 198.44 feet to a point of curvature; thence crossing Campus Drive (Renaissance Blvd.) North 69 degrees 38 minutes 00 seconds East 80.00 feet to a point on the northeasterly right-of-way line in line of Campus Drive (Renaissance Blvd.); thence along said right-of-way line South 20 degrees 22 minutes 00 seconds East 21.08 feet to a point a corner of Lot #41 on said plan; thence along Lot #41 North 64 degrees 45 minutes 00 seconds East 132.10 feet to a point a corner of lands of American Guaranty & Trust Co.; thence along said lands of Francis Bearoff and Rovin, Inc. South 24 degrees 39 minutes 00 seconds East 1240.05 feet to a point on the title line of Swedeland Road; thence along said title line the two (2) following courses and distances:

1. South 36 degrees 58 minutes 11 seconds West 486.55 feet to a point
2. South 40 degrees 24 minutes 38 seconds West 217.94 feet to a point a corner of lands of Gulph Mills Golf Club; thence along said lands the six (6) following courses and distances:

1. North 49 degrees 35 minutes 20 seconds West 250.00 feet to a point
2. North 40 degrees 24 minutes 38 seconds East 208.37 feet to a point
3. North 36 degrees 07 minutes 30 seconds East 352.46 feet to a point
4. North 33 degrees 30 minutes 17 seconds West 645.88 feet to a point
5. North 74 degrees 03 minutes 50 seconds West 295.90 feet to a point
6. North 57 degrees 23 minutes 17 seconds West 135.50 feet to a point a corner of Lot #44 on said plan; thence along Lot #44 the three (3) following courses and distances:
 1. North 62 degrees 30 minutes 00 seconds East 248.14 feet to a point
 2. North 80 degrees 35 minutes 00 seconds East 42.31 feet to a point
 3. North 88 degrees 06 minutes 00 seconds East 106.50 feet to the first mentioned point and place of beginning.

CONTAINING 12.558 acres.

BEING Parcel No. 58-00-02694-09-2.

Tract 3

DESCRIPTION of property and improvements thereon, situate in Upper Merion Township, Montgomery County, Pa., designated as Lot #3 on a Final Subdivision Plan for Liberty Property Trust, dated 1-3-96, last revised 5-1-96, prepared by Chester Valley Engineer, Inc., Paoli, Pa., said lot being more fully described as follows to wit:

BEGINNING at a spike on marking the intersection of the centerline of Flint Hill Road (60 feet wide) and the northerly right of way line of Viking Road extended (40 feet wide); thence leaving said title line and along Viking Road South 66 degrees 22 minutes 26 seconds West 209.12 feet to an iron pin a corner of lands N/L of James Heslin; thence along said lands and lands N/L of Swedeland Commons South 68 degrees 17 minutes 16 seconds West 414.17 feet to a point a corner of Lot #2 on said plan; thence along Lot #2 North 23 degrees 14 minutes 06 seconds West 367.04 feet to a point in line of lands N/L of Gulp Mills Industrial Center; thence along said lands North 66 degrees 45 minutes 54 seconds East 576.95 feet to a spike on the centerline of Flint Hill Road; thence along the centerline of Flint Hill Road South 30 degrees 13 minutes 42 seconds East 379.45 feet to the first mentioned point and place of beginning.

CONTAINING: 5.153 Acres

BEING Parcel No: 58-00-07120-00-4

EXHIBIT "B"

ALL THAT CERTAIN parcel of ground situate in Renaissance Park Upper Merion Township, Montgomery County, PA., designated as Parcel 2 on a Subdivision Plan of Crater Resources, Inc. dated 11-29-1999, last revised 01-30-01, made for Crater Resources, Inc, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, PA., said plan being recorded in Montgomery County in Plan Book A-60 Page 40 on 04-26-01, said parcel being more fully described as follows to wit:

BEGINNING at a point in line of lands N/L of Gulph Mills Golf Club and a corner of Parcel 1 on said plan said point being measured the three (3) following courses and distances from a point on the southerly right-of way line of Renaissance Boulevard (60 feet wide) a common corner of RT Option, Inc and Parcel 1 on said plan: (1) leaving the said right-of-way line and along the common boundary line of RT Option, Inc and Parcel 1 South 22 degrees 02 minutes 49 seconds East 320.22 feet to a point (2) South 10 degrees 04 minutes 05 seconds East 200.00 feet to a point (3) North 79 degrees 55 minutes 55 seconds East 11.48 feet to the place of beginning; thence from the point of beginning and along Parcel 1 the eight (8) following courses and distances: (1) North 04 degrees 52 minutes 30 seconds East 60.25 feet to a point, (2) North 38 degrees 21 minutes 30 seconds East 122.97 feet to a point, (3) North 89 degrees 56 minutes 50 seconds East 59.66 feet to a point, (4) North 82 degrees 51 minutes 00 seconds East 232.93 feet to a point, (5) North 59 degrees 32 minutes 00 seconds East 117.88 feet to a point, (6) South 75 degrees 01 minutes 50 seconds East 244.11 feet to a point, (7) South 87 degrees 28 minutes 30 seconds East 208.08 feet to a point, (8) South 03 degrees 21 minutes 00 seconds West 229.61 feet to a point in line of lands of Gulph Mills Golf Club; thence along the same the three (3) following courses and distances: (1) South 84 degrees 44 minutes 04 seconds West 72.09 feet to a point, (2) North 76 degrees 15 minutes 24 seconds West 513.51 feet to a point, (3) South 79 degrees 55 minutes 55 seconds West 338.72 feet to the first mentioned point and place of beginning.

CONTAINING: 3.696 Acres

BEING Parcel No: 58-00-18605-00-3

EXHIBIT F
ACCESS AGREEMENT

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is entered into as of December 21, 2005 by and among the Beazer East, Inc., Keystone Coke Company and Vesper Corporation (collectively, the "Group") on the one hand and RAGM Holding Company ("RAGM Holding"), Crater Resources, Inc., Haploid Corporation, Swedeland Road Corporation, RAGM Settlement Corporation and RT Option Corp. and H. Donald Pasquale, on the other hand (the "Grantors").

RAGM Holding is the owner of real property located at Renaissance Boulevard, Montgomery County, Pennsylvania, at Block 054A-Unit 006, a/k/a Lot 44, certain other property including property which allegedly did or does contain WAL pipeline near the Flint Hill Road Basin (the "Pipeline Alignment") and property near Lot 44, all as more specifically described in Exhibit "A", attached hereto and incorporated herein by reference. Crater Resources, Inc. owns property commonly known as "Quarry 3", more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All of the above-described real property, and any additional real property which any of the Grantors owns which the United States Environmental Protection Agency ("EPA") now or later defines as being part of the Crater Resources Superfund Site in Upper Merion, PA, is collectively referenced hereinafter as the "Property".

The EPA issued an Administrative Order for Remedial Design and Remedial Action, Docket Number 3-2001-0009 on April 30, 2001 (the "Unilateral Order") pertaining to the Crater Resources Superfund Site (the "Site"). Grantors have received a copy of the Unilateral Order.

The Unilateral Order requires the performance of certain activities at the Site pursuant to a work plan to be submitted to EPA ("Work Plan"), and that the recipients of the Unilateral Order be given or obtain access to property as described in Paragraph VIII.A and B of the

Unilateral Order to perform work pursuant to the Unilateral Order. The Group has submitted the Work Plan to EPA, as well as revisions thereto in response to comments received from EPA. Grantors have received and reviewed the Work Plan and the revisions thereto.

Paragraph VIII. of the Unilateral Order requires the respondents named in the Unilateral Order to provide access to real property they own, and to use their best efforts to obtain site access agreements from any party who is not a respondent who owns or controls property to which the Group requires access to implement the requirements of the Unilateral Order.

The Group desires access to the Property so that the Group or their independent contractors may perform the work as defined in the Unilateral Order (the "Work"). For purposes of clarity, the Group does not include Liberty Property Trust or its affiliates ("Liberty"), and the access granted by this Agreement does not grant access to Liberty for work it performs relating to the Site.

The Group and Grantors have entered into a Settlement Agreement, dated as of December 21, 2005, which relates to, among other things, remediation of Lot 44 (the "Settlement Agreement"). The Settlement Agreement is attached hereto as Exhibit "C".

In consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors and the Group, intending to be legally bound, hereby agree as follows:

1. Grantors hereby grant to the Group and their agents, representatives, independent contractors, and invitees (including EPA, its agents, and representatives and other governmental agencies, their agents and representatives) the right, irrevocable during the term of this

Agreement, to enter upon Lot 44 and the remainder of the Property, at all reasonable times and upon notice as provided in paragraph 11 of this Agreement, for the purpose of taking all actions necessary to perform and/or monitor the Work as set forth in the Unilateral Order, including, without limitation, to conduct investigations relating to contamination at the Property, to obtain samples, to assess the need for, plan, or implement additional response actions at the Property, to inspect and copy records, operating logs, contracts, or other documents maintained or generated by the Group or their agents, to assess the Group's compliance with the Unilateral Order and to determine whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, and any and all other activities necessary and incidental or related to the Unilateral Order.

2. The Group's initial work on the Pipeline Alignment owned by RAGM Holding will conform and comply with the terms and conditions of the RD Workplan for the WAL Pipeline and, in particular, the further terms and conditions set forth in the October 14, 2005 letter from Thomas Legel to Douglas Schleicher and Joseph McGovern which is attached hereto as Exhibit "D".

3. The Group shall restore Lot 44, the Pipeline Alignment and the remainder of the Property to their original condition following completion of the Work, but shall not be required to remove or close any monitoring wells, if those wells may be required or useful in connection with possible remediation and/or future monitoring of Lot 44, the Pipeline Alignment or the Site.

4. Subject to paragraph 10, the Group shall require their contractors to indemnify Grantors for any claims arising from any injuries or damages to persons or property resulting from any negligent acts or omissions or willful misconduct of the Groups' contractors. This

indemnity shall be limited to the amounts and coverage of the insurance provided by the contractors. The Group, on behalf of themselves and their contractors, reserve the right to defend any and all claims contemplated by this Paragraph. However, the Group, and their contractors do not agree pursuant to this Agreement to indemnify, to defend, or to hold Grantors harmless for any claim or cause of action (a) attributable to the acts or omissions of Grantors, (b) arising out of the condition of the Property prior to the commencement of the Work, or (c) arising out of the proper performance of the Work Plan, as approved, modified or supplemented.

5. Grantors shall refrain from using Lot 44, the Pipeline Alignment or the rest of the Property in any manner that would interfere with or adversely affect the integrity or protectiveness of the response actions to be implemented pursuant to the Unilateral Order, for any purpose which might interfere with, obstruct, or disturb the performance, support, or supervision of the Work, including any operation and maintenance activities, taken pursuant to the Unilateral Order or which would in any way interfere with, obstruct or otherwise impair the Group's exercise of any rights granted to the Group herein. Grantors agree that they shall not disturb the surface of the land by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change the topography of the land (collectively, "Land Disturbance") without at least thirty (30) days prior written approval from EPA or install or use new ground water wells, and that they will otherwise comply with the terms of the UAO. The limitations and/or requirements set forth in this paragraph 5 are required by the Unilateral Order; should Grantors determine that the limitations and/or requirements of the immediately preceding sentence of this paragraph 5 concerning Land Disturbance are interfering with or will interfere with Grantors' ability to market or sell Lot 44, Grantors may petition EPA to modify or eliminate such limitations and/or requirements, and Grantors will provide to the Group any such agreement by

EPA promptly upon receipt of same, but under no circumstance or event may any Land Disturbance be performed without the Group's prior written agreement to same, which may not be withheld unless there is a reasonable basis to believe, which shall be furnished to Grantor in writing upon request, that such Land Disturbance may increase the cost of investigative, remedial, cleanup or other response work at the Property or otherwise contravene the provisions of this paragraph 5. Grantors shall provide to the Group a copy of any and all proposals to perform Land Disturbance at the time when they are submitted to EPA. Grantors shall cooperate with the Group in obtaining any necessary governmental permits or approvals in connection with the Work. Grantors obligations and rights under this Paragraph 5 shall survive termination of this Agreement and shall be fully enforceable at law or in equity in any Court of competent jurisdiction during the life of this Agreement as well as after its termination.

6. Subject to the provisions of Paragraph 5 of this Agreement, this Agreement shall terminate: (a) with respect to the Pipeline Alignment, upon EPA's written certification that no remediation is required, or that the remediation at the Pipeline Alignment has been completed, except for such access as may be required for operation and maintenance of any remedy; (b) with respect to Lot 44, upon the earlier of the EPA's approval of a "no action" remedy for Lot 44, or the Group's satisfaction of its obligations under paragraphs 5 and 8 of the Settlement Agreement; (c) as to any other portion of the Property, upon EPA's written certification that no remediation is required, or that the remediation at the Pipeline Alignment has been completed, except for such access as may be required for operation and maintenance of any remedy; or (d) as to any portion of the Property, upon written notice by the Group, at its discretion, to Grantors. The obligation to indemnify RAGM Holding under Paragraph 4 of this Agreement shall survive termination of this Agreement and shall be fully enforceable at law or in equity in any Court of

competent jurisdiction during the life of this Agreement as well as after its termination, subject to any limitations on the term length of the applicable insurance.

7. During its term, this Agreement shall be binding upon Grantors and the Group and their respective successors and assigns.

8. Grantors shall not convey title, an easement or any other interest in any portion of Lot 44, the Pipeline Alignment or the remainder of the Property, while the Agreement is in effect, without including, within the conveyance document, a provision permitting the continued access by the Group to Lot 44, the Pipeline Alignment or the remainder of the Property in accordance with the Unilateral Order and this Agreement. Provided that Grantors comply with the preceding sentence, the new owner of any portion of the Property shall be subject to, but Grantors shall have no further obligation under, this Agreement. All conveyances of title, easements, and other interests in the Site shall contain a covenant to permit the Work required by the Unilateral Order and EPA-approved submissions, pursuant to this Agreement.

9. Grantors shall notify the Group, EPA and the Pennsylvania Department of Environmental Protection at least thirty (30) days prior to the sale or conveyance of any interest in any part of the Property, including any fee interest in Lot 44, the Pipeline Alignment or any portion of the remainder of the Property. The notifications to EPA and the Group shall be sent to the following addresses (or to any other address which the Group designates later):

(a) As to the United States:
Joseph McDowell
Remedial Project Manager
U.S. EPA Region III
Hazardous Sites Cleanup Division
1650 Arch Street
Philadelphia, PA 19103-2029

(b) As to the Group, to all of the following:

Jeff Leed
Leed Environmental, Inc.
124 Deborah Drive
Reading, PA 19610

William F. Giarla, Esquire
Beazer East, Inc.
One Oxford Center
301 Grant Street, Suite 3000
Pittsburgh, PA 15219

Ronald A. Sarachan, Esquire
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599

Douglas F. Schleicher, Esquire
Klehr, Harrison, Harvey, Branzburg & Ellers LLP
260 South Broad Street
Philadelphia, PA 19102

10. It is expressly agreed and understood that this Agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever. Subject to the provisions of Paragraph 5 of this Agreement, Grantors have the absolute, complete and unimpeded right to deal with Lot 44, the Pipeline Alignment and any other part of the Property as any other party with fee simple title, except that Grantors, their successors and assigns, and the officers, directors, shareholders, employees, agents and representatives of any of them, shall, during the term of this Agreement, in no way interfere with the integrity of any water wells, excavation or sampling areas, or investigatory or remedial devices constructed or brought onto Lot 44, the Pipeline Alignment or the remainder of the Property by the Group, their employees, agents or contractors. Grantors also expressly agree not to interfere with the right of ingress and egress by EPA and the Group, their employees, agents or contractors, to utilize and monitor said wells, excavation or sampling areas, and remedial

devices and conduct other work necessary, incidental or related thereto and shall permit the activity or conduct otherwise allowed hereby.

11. Prior to performing any Work at Lot 44, the Pipeline Alignment or the remainder of the Property, the Group will provide five (5) days advance notice to Grantors that said Work will be performed, unless a shorter time is required due to emergent conditions, in which case the Group will provide such notice as can be given under the circumstances. Notice to Grantors shall be made in writing or by email and telephone communication to:

Joseph McGovern, Esquire
Obermayer Rebman Maxwell & Hippel, LLP
One Penn Center, 19th Floor
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103
215-665-3058 (phone)
215-665-3165 (fax)
joseph.mcgovern@obermayer.com.

12. Grantors shall not be obligated under this Agreement to expend any money or to incur any financial obligation, other than fees for counsel or other third party professional consultants they may choose to retain. Should Grantors believe that this Agreement would result in its expenditure of money or the incurrence of any financial obligation (other than fees for counsel or other third party professional consultants they may choose to retain), the Group must agree in writing in advance to pay such costs in order for Grantors to be obligated to perform and for the Group to be obligated to pay for Grantors' performance of or incurrence of financial obligations to perform the requested act.

13. This Agreement is executed solely to enable the Group to comply with the terms of the Unilateral Order. Nothing in this Agreement shall be construed as an admission by Grantors or by the Group of any fact or of liability with respect to the Property or the Site.

14. Nothing in this Agreement modifies, limits or restricts any obligation of any member(s) of the Group, such as to cooperate and/or provide access, set forth in other agreements between the parties.

15. This Agreement may be modified by the parties only by express written agreement of Grantors and the Group. This writing constitutes the full and entire agreement of the parties regarding the subject matter hereof.

16. This Agreement may be signed in counterparts.

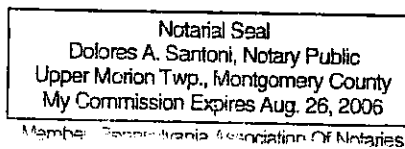
RAGM HOLDING COMPANY

By: [Signature]

Title: PRSS.

Sworn to and subscribed
before me this 21st day
of December, 2005.

Dolores A. Santoni
NOTARY PUBLIC



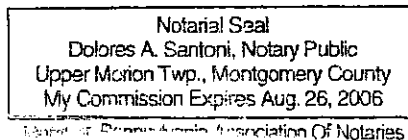
CRATER RESOURCES, INC.

By: [Signature]

Title: [Signature]

Sworn to and subscribed
before me this 21st day
of December, 2005.

Dolores A. Santoni
NOTARY PUBLIC

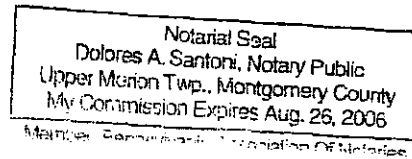


HAPLOID CORPORATION

By: [Signature]
Title: Pres.

Sworn to and subscribed
before me this 21ST day
of December, 2005.

Dolores A. Santoni
NOTARY PUBLIC

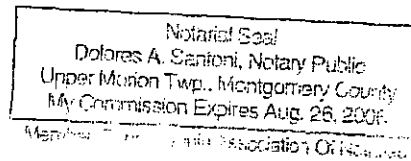


SWEDELAND ROAD CORPORATION

By: [Signature]
Title: PRES.

Sworn to and subscribed
before me this 21ST day
of December, 2005.

Dolores A. Santoni
NOTARY PUBLIC

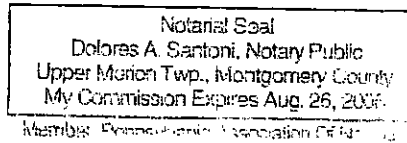


RAGM SETTLEMENT CORPORATION

By: [Signature]
Title: PRES.

Sworn to and subscribed
before me this 21ST day
of December, 2005.

Dolores A. Santoni
NOTARY PUBLIC

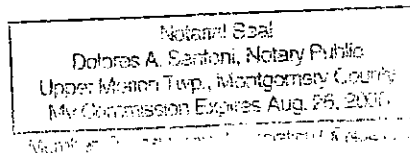


RT OPTION CORP.

By: [Signature]
Title: PRCS.

Sworn to and subscribed
before me this 21ST day
of December, 2005.

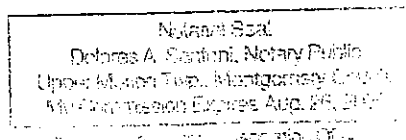
Dolores A. Santoni
NOTARY PUBLIC



[Signature]
H. DONALD PASQUALE

Sworn to and subscribed
before me this 21ST day
of December, 2005.

Dolores A. Santoni
NOTARY PUBLIC



BEAZER EAST, INC.

By: Joe M. Hurl

Title: Vice President

Sworn to and subscribed
before me this 10th day
of ~~December, 2005.~~ JANUARY, 2006.

Joan S. Gilardi
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Joan S. Gilardi, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Apr. 7, 2009

Member, Pennsylvania Association of Notaries

KEYSTONE COKE COMPANY

By: _____

Title: _____

Sworn to and subscribed
before me this ____ day
of December, 2005. *

NOTARY PUBLIC

VESPER CORPORATION

By: _____

Title: _____

Sworn to and subscribed
before me this ____ day
of December, 2005.

NOTARY PUBLIC

BEAZER EAST, INC.

By: _____

Title: _____

Sworn to and subscribed
before me this ____ day
of December, 2005.

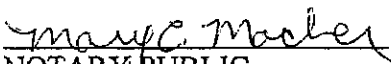
NOTARY PUBLIC

KEYSTONE COKE COMPANY

By:  _____

Title: Secretary _____

Sworn to and subscribed
before me this 10th day
of ~~December~~ January, 2006.


NOTARY PUBLIC

VESPER CORPORATION

By: _____

Title: _____

Sworn to and subscribed
before me this ____ day
of December, 2005.

NOTARY PUBLIC

BEAZER EAST, INC.

By: _____

Title: _____

Sworn to and subscribed
before me this ____ day
of December, 2005.

NOTARY PUBLIC

KEYSTONE COKE COMPANY

By: _____

Title: _____

Sworn to and subscribed
before me this ____ day
of December, 2005.

NOTARY PUBLIC

VESPER CORPORATION

By: Richard E. Huff

Title: Chairman & President

Sworn to and subscribed
before me this 22nd day
of December, 2005.

Kathleen Dunn

NOTARY PUBLIC

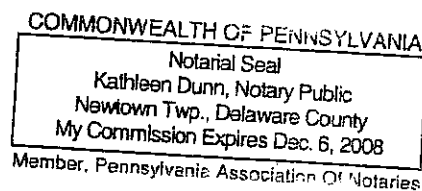


EXHIBIT "A"

Tract 1

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lot #44 on a Subdivision Plan recorded on April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the southwesterly right-of-way-line of Campus Drive (Renaissance Boulevard) (80.00 feet wide), a corner of Lot #45 on said plan; thence along said right-of-way line the three (3) following courses and distances:

1. South 65 degrees 45 minutes 00 seconds East 109.66 feet to a point of curvature
2. On a line curving to the right having a radius of 342.65 feet and an arc length of 271.41 feet to a point of tangency
3. South 20 degrees 22 minutes 00 seconds East 198.44 feet to a point a corner of Lot #89 on said plan; thence along Lot #89 the three (3) following courses and distances:
 1. South 88 degrees 06 minutes 00 seconds West 106.05 feet to a point
 2. South 80 degrees 35 minutes 00 seconds West 42.31 feet to a point
 3. South 62 degrees 30 minutes 00 seconds West 248.14 feet to a point in line of lands of Gulph Mills Golf Club; thence along said lands North 57 degrees 23 minutes 17 seconds West 200.00 feet to a point a corner of Lot #48 on said plan; thence along Lot #48 North 12 degrees 18 minutes 00 seconds West 230.05 feet to a point a corner of Lot #45 on said plan; thence along Lot #45 North 47 degrees 28 minutes 00 seconds East 320.55 feet to the first mentioned point and place of beginning.

CONTAINING 199,346 square feet.

BEING Parcel No. 58-00-02694-01-1.

Tract 2

DESCRIPTION of property situate in Renaissance Park, Upper Merion Township, Montgomery County, Pa., designated as Lots #42, 43, 76, 89 and a portion of Campus Drive (Renaissance Boulevard) on a Subdivision Plan recorded April 1, 1985 in Plan Book A-46, Page No. 195, made for Swedeland Road Corporation, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, Pa., said property being more fully described as follows, to wit:

BEGINNING at a point on the southwesterly right-of-way line of Campus Drive (Renaissance

Boulevard) (80.00 feet wide), a corner of Lot #44; thence along said right-of-way line North 20 degrees 22 minutes 00 seconds West 198.44 feet to a point of curvature; thence crossing Campus Drive (Renaissance Blvd.) North 69 degrees 38 minutes 00 seconds East 80.00 feet to a point on the northeasterly right-of-way line in line of Campus Drive (Renaissance Blvd.); thence along said right-of-way line South 20 degrees 22 minutes 00 seconds East 21.08 feet to a point a corner of Lot #41 on said plan; thence along Lot #41 North 64 degrees 45 minutes 00 seconds East 132.10 feet to a point a corner of lands of American Guaranty & Trust Co.; thence along said lands of Francis Bearoff and Rovin, Inc. South 24 degrees 39 minutes 00 seconds East 1240.05 feet to a point on the title line of Swedeland Road; thence along said title line the two (2) following courses and distances:

1. South 36 degrees 58 minutes 11 seconds West 486.55 feet to a point
2. South 40 degrees 24 minutes 38 seconds West 217.94 feet to a point a corner of lands of Gulph Mills Golf Club; thence along said lands the six (6) following courses and distances:
 1. North 49 degrees 35 minutes 20 seconds West 250.00 feet to a point
 2. North 40 degrees 24 minutes 38 seconds East 208.37 feet to a point
 3. North 36 degrees 07 minutes 30 seconds East 352.46 feet to a point
 4. North 33 degrees 30 minutes 17 seconds West 645.88 feet to a point
 5. North 74 degrees 03 minutes 50 seconds West 295.90 feet to a point
 6. North 57 degrees 23 minutes 17 seconds West 135.50 feet to a point a corner of Lot #44 on said plan; thence along Lot #44 the three (3) following courses and distances:
 1. North 62 degrees 30 minutes 00 seconds East 248.14 feet to a point
 2. North 80 degrees 35 minutes 00 seconds East 42.31 feet to a point
 3. North 88 degrees 06 minutes 00 seconds East 106.50 feet to the first mentioned point and place of beginning.

CONTAINING 12.558 acres.

BEING Parcel No. 58-00-02694-09-2.

Tract 3

DESCRIPTION of property and improvements thereon, situate in Upper Merion Township, Montgomery County, Pa., designated as Lot #3 on a Final Subdivision Plan for Liberty Property Trust, dated 1-3-96, last revised 5-1-96, prepared by Chester Valley Engineer, Inc., Paoli, Pa., said lot being more fully described as follows to wit:

BEGINNING at a spike on marking the intersection of the centerline of Flint Hill Road (60 feet wide) and the northerly right of way line of Viking Road extended (40 feet wide); thence leaving said title line and along Viking Road South 66 degrees 22 minutes 26 seconds West 209.12 feet to an iron pin a corner of lands N/L of James Heslin; thence along said lands and lands N/L of Swedeland Commons South 68 degrees 17 minutes 16 seconds West 414.17 feet to a point a corner of Lot #2 on said plan; thence along Lot #2 North 23 degrees 14 minutes 06 seconds West 367.04 feet to a point in line of lands N/L of Gulp Mills Industrial Center; thence along said lands North 66 degrees 45 minutes 54 seconds East 576.95 feet to a spike on the centerline of Flint Hill Road; thence along the centerline of Flint Hill Road South 30 degrees 13 minutes 42 seconds East 379.45 feet to the first mentioned point and place of beginning.

CONTAINING: 5.153 Acres

BEING Parcel No: 58-00-07120-00-4

EXHIBIT "B"

ALL THAT CERTAIN parcel of ground situate in Renaissance Park Upper Merion Township, Montgomery County, PA., designated as Parcel 2 on a Subdivision Plan of Crater Resources, Inc. dated 11-29-1999, last revised 01-30-01, made for Crater Resources, Inc, prepared by Hopkins and Scott, Inc., Registered Surveyors, Kimberton, PA., said plan being recorded in Montgomery County in Plan Book A-60 Page 40 on 04-26-01, said parcel being more fully described as follows to wit:

BEGINNING at a point in line of lands N/L of Gulph Mills Golf Club and a corner of Parcel 1 on said plan said point being measured the three (3) following courses and distances from a point on the southerly right-of way line of Renaissance Boulevard (60 feet wide) a common corner of RT Option, Inc and Parcel 1 on said plan: (1) leaving the said right-of-way line and along the common boundary line of RT Option, Inc and Parcel 1 South 22 degrees 02 minutes 49 seconds East 320.22 feet to a point (2) South 10 degrees 04 minutes 05 seconds East 200.00 feet to a point (3) North 79 degrees 55 minutes 55 seconds East 11.48 feet to the place of beginning; thence from the point of beginning and along Parcel 1 the eight (8) following courses and distances: (1) North 04 degrees 52 minutes 30 seconds East 60.25 feet to a point, (2) North 38 degrees 21 minutes 30 seconds East 122.97 feet to a point, (3) North 89 degrees 56 minutes 50 seconds East 59.66 feet to a point, (4) North 82 degrees 51 minutes 00 seconds East 232.93 feet to a point, (5) North 59 degrees 32 minutes 00 seconds East 117.88 feet to a point, (6) South 75 degrees 01 minutes 50 seconds East 244.11 feet to a point, (7) South 87 degrees 28 minutes 30 seconds East 208.08 feet to a point, (8) South 03 degrees 21 minutes 00 seconds West 229.61 feet to a point in line of lands of Gulph Mills Golf Club; thence along the same the three (3) following courses and distances: (1) South 84 degrees 44 minutes 04 seconds West 72.09 feet to a point, (2) North 76 degrees 15 minutes 24 seconds West 513.51 feet to a point, (3) South 79 degrees 55 minutes 55 seconds West 338.72 feet to the first mentioned point and place of beginning.

CONTAINING: 3.696 Acres

BEING Parcel No: 58-00-18605-00-3



APPENDIX A7

Settlement Agreement Providing Access to GMGC Property

SETTLEMENT AGREEMENT**1. Parties, Indemnitors, Representations and Warranties**

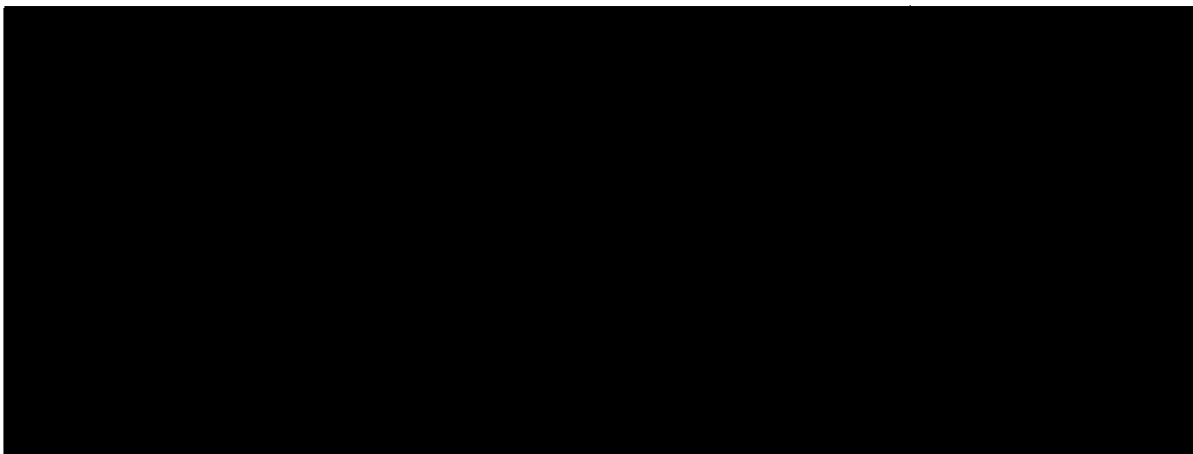
A. Parties to this Settlement are Keystone Coke Company ("Keystone"), Vesper Corporation ("Vesper"), Beazer East, Inc. ("Beazer"), Crater Resources, Inc. ("Crater"), Haploid Corporation ("Haploid"), Swedeland Road Corporation ("Swedeland"), RAGM Settlement Corp. ("RAGM"), Each Parcel Asis, Inc. ("EPAI"), Out Parcel, Inc. ("OPI"), RT Option Corp. ("RT", and Crater, Haploid, Swedeland, RAGM, EPAI, OPI and RT hereinafter sometimes referred to collectively as "Owners"), and the Gulph Mills Golf Club (hereinafter referred to as "Indemnatee").

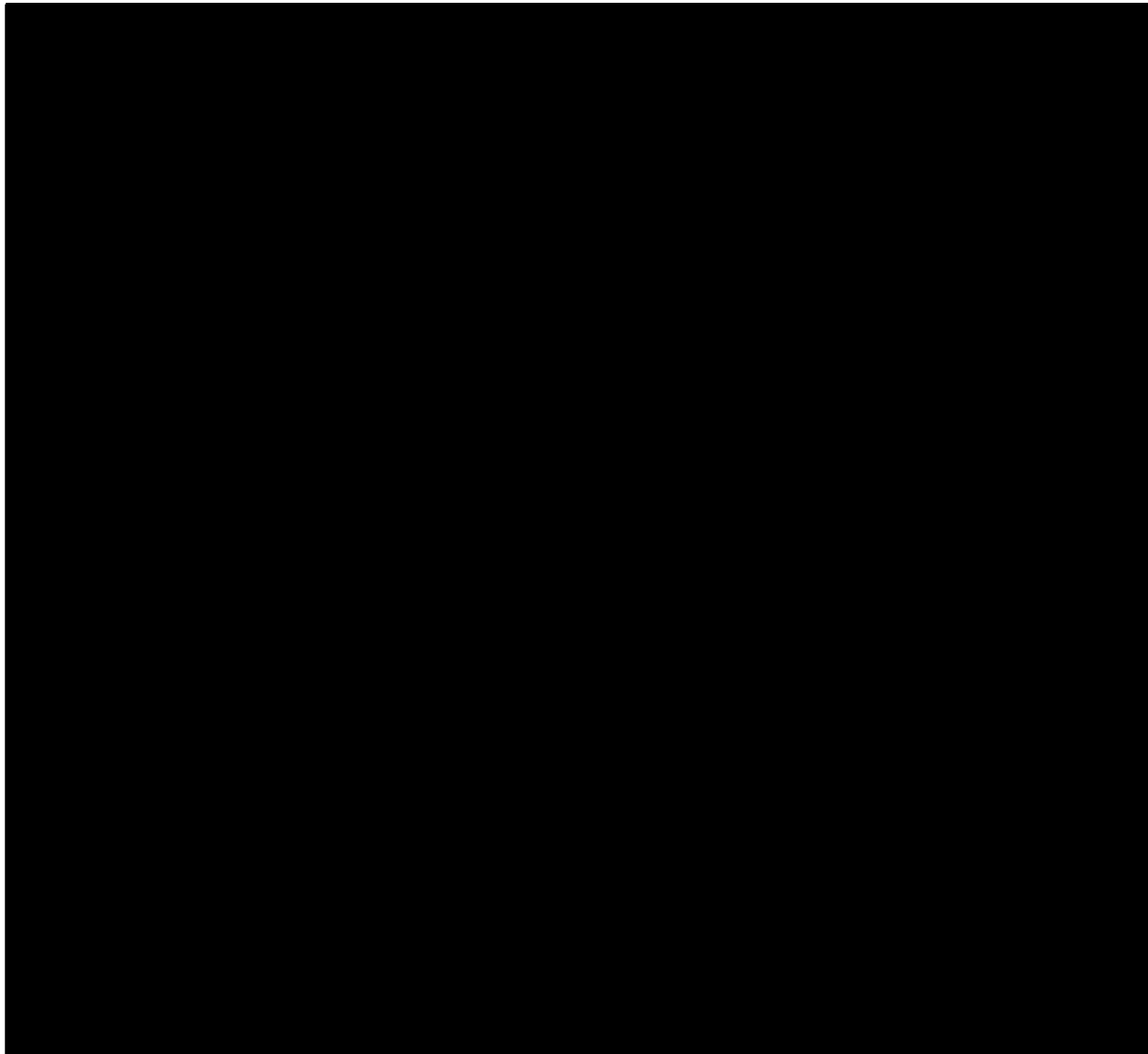
B. Indemnitors are Keystone, Vesper, Beazer, Crater, Haploid, Swedeland, RAGM, EPAI, OPI, and RT (hereinafter collectively referred to as "Indemnitors"), each of whom, in consideration of the payment by Indemnatee, as and when due as provided herein, of the Settlement Amount (defined below) shall jointly and severally indemnify and hold harmless Indemnatee and each of its past, future and present directors, officers, representatives, shareholders, employees, members and agents (hereinafter collectively referred to as "Indemnatee Parties") for all Costs of Response (defined below) for contamination existing at, or emanating from the Site (defined below) (subject to the provisions set forth in Paragraph 7 hereof).

C. Indemnatee enters this Settlement conditioned and based upon the express understanding that Indemnitors have agreed among themselves to fund up to \$12.5 million of Costs of Response at the Crater Resources Superfund Site located in Upper Merion Township, Montgomery County, Pennsylvania (the "Site"), which USEPA included on the National Priorities List of Hazardous Sites, 40 C.F.R. pt.300 App.B on October 14, 1992, 57 Fed.Reg. 47180 (October 14, 1992) which Site, for purposes of this Settlement Agreement, consists of four

(4) quarries on approximately fifty (50) acres of land formerly owned by either Haploid or now owned by Indemnatee.

D. Prior hereto, Indemnitors have agreed among themselves as to certain individual shares of responsibility for the payment of Costs of Response (herein defined), as listed on Exhibit A attached hereto and made part hereof (said shares of responsibility, as to the respective Indemnitors, being referred to herein individually as "Percentage Responsibility" and collectively as "Percentage Responsibilities"). Indemnitors hereby expressly represent and warrant that they will collectively fund, in accordance with their respective Percentage Responsibilities, up to \$12.5 million of Costs of Response (which includes the costs incurred to date) at the Site. In addition, each of the Indemnitors hereby expressly represents and warrants that it currently has, and will continue to maintain until the time of that USEPA five year review pursuant to 42 U.S.C. §9621(c) which constitutes the second consecutive USEPA five year review in which USEPA does not require or ask any of the Indemnitors to perform or otherwise cause to be performed work other than continuation of O&M previously performed at the Site, the ability to provide sufficient funds (through among other things, ownership of assets, cash flow from operations or borrowing capacity) to fund its Percentage Responsibility of the Costs of Response up to an amount of [REDACTED] (including the \$12.5 million funding commitment).





4. **Interest Rate:** For the first two years after the first payment is made pursuant to paragraph 3 hereof, the per annum interest rate ("Interest Rate") shall be six and one-half percent (6.5%). After the second Anniversary Date, the Interest Rate shall be equal to the average of the "Prime Rate" of First Union Bank and the one year LIBOR rate, as published in the Wall Street Journal. It shall be determined initially on the Settlement Date and shall be adjusted annually on each Anniversary Date for the ensuing year until all payments due are paid in full.

Notwithstanding the fact that the Interest Rate may vary, at no time may the Interest Rate be less

than six percent (6%) or more than nine percent (9%). All unpaid interest shall be due and payable on each Anniversary Date. If Indemnitee fails to make a Settlement Payment within 30 days of its due date, Indemnitors shall provide written notice of default via personal service or certified mail to Indemnitee as set forth in Section 14 below. If Indemnitee still has not made the Settlement Payment within 30 days after receipt of such written notice of default as aforesaid, then the interest rate shall increase as of the date of the default by 1.5% subject to a default interest rate cap of 10.5%, until the amount in default and all interest on the unpaid Settlement Amount at the increased interest rate has been paid in full. After such payment has been made in full, the interest rate will return to the rate prescribed herein.

5. Payment: All payments shall be made by Indemnitee payable to Indemnitors or to the order of a trust fund established to fund remedial activities at the Site at Indemnitors' option. Indemnitors shall notify Indemnitee of the payee in advance of the first payment.

6. Release and Covenant Not To Sue:

A. Contingent on the Indemnitee's continued payment of the Settlement Amount in accordance with the terms hereof, Indemnitors for themselves and for their past, future and present directors, officers, representatives, shareholders, employees, members and agents (collectively referred to as "Indemnitor Parties") do hereby remise, release and forever discharge the Indemnitee and the Indemnitee Parties from any and all manner of actions, causes of action, suits, contracts, agreements, damages, claims or liabilities of any nature whatsoever which the Indemnitors or the Indemnitor Parties ever had, now has, or hereafter can, shall or may have based on any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever arising out of, relating to or based upon, the Site, including any and all claims or crossclaims asserted, or which could have been asserted, in the action captioned Keystone Coke Company, et

al. v. H. Donald Pasquale, et al., No. 97-CV-6074 (E.D.Pa.) (the "Action"). Consistent with this Release and contingent on Indemnitee's continued payment of the Settlement Amount in accordance with the terms hereof, Indemnitors for themselves and for the Indemnitor Parties further covenant and agree not to commence or prosecute any action or proceeding, either on their behalf or on behalf of any other person or entity, against Indemnitee and Indemnitee Parties based on any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever arising out of, relating to or based upon the Site, including any and all claims or crossclaims asserted, or which could have been asserted, in the Action. This Release and Covenant Not To Sue applies to any claims arising out of or related to disposal of materials in quarries designated in the Remedial Investigation Report as Quarries #1, #2, #3 or #4. ("Quarries") whether or not such material has migrated beyond the Site boundaries. This Release and Covenant Not To Sue does not cover liabilities arising from conditions caused by Indemnitee or Indemnitee Parties at the Site after the Settlement Date; does not apply to contamination on Indemnitee's property unrelated to disposal of materials in the Quarries or the movement of such materials and the by-products thereof to areas other than the Quarries; does not apply to any tort claim asserted by an employee, member, guest of, or successor in title to, Indemnitee or any person or entity not a party to this Settlement and does not apply to Natural Resource Damage Claims. The Covenant Not To Sue does not preclude a suit to enforce this Settlement Agreement if there is breach thereof.

B. Indemnitee for itself and for the Indemnitee Parties does hereby remise, release and forever discharge Indemnitors and Indemnitor Parties from any and all manner of actions, causes of action, suits, contracts, agreements, damages, claims or liabilities of any nature whatsoever which Indemnitee ever had, now has, or hereafter can, shall or may have based on

any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever arising out of, relating to or based upon the Site, including any and all claims or crossclaims asserted, or which could have been asserted, in the Action. Consistent with this Release and Covenant Not To Sue, Indemnitee for itself and for the Indemnitee Parties further covenants and agrees not to commence or prosecute any action or proceeding, either on its behalf or on behalf of any other person or entity, against Indemnitors or Indemnitor Parties based on any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever arising out of, relating to or based upon the Site, including any and all claims or crossclaims asserted, or which could have been asserted, in the Action. This Release and Covenant Not To Sue applies to any claims arising out of or related to disposal of materials in the Quarries, whether or not such material has migrated beyond the Site boundaries. This Release and Covenant Not To Sue does not cover liabilities arising from conditions caused by Indemnitors or Indemnitor Parties at the Site after the Settlement Date; does not apply to contamination on Indemnitors' property unrelated to disposal of materials in the Quarries; does not apply to any tort claim asserted by any employee, agent, contractor of, or successor in title to, Indemnitors or any person or entity not a party to this Settlement; and does not apply to Natural Resource Damage Claims. The Covenant Not To Sue does not preclude a suit to enforce this Settlement Agreement if there is breach thereof.

C. Costs of Response as used herein shall mean:

- (i) any costs of response or enforcement related to the Site or disposal of materials in the Quarries to be paid to USEPA or the Pennsylvania Department of Environmental Protection ("PADEP"), for conditions presently existing or for conditions caused by Indemnitors in the future, including costs necessary to

comply with any order, directive, consent decree or request issued by USEPA, PADEP or any other governmental entity;

- (ii) the payment of any penalties due to non-compliance with an Order issued by USEPA relating to the Site, except to the extent that such penalties are due to actions or inactions by Indemnatee or Indemnatee Parties after the Settlement Date;
- (iii) the payment of any oversight costs to USEPA or PADEP related to the Site; and
- (iv) any other costs incurred in implementing response actions for the Site whether or not required by USEPA or PADEP or Court Order ("Remediation") or any costs to conduct the remedial investigation/feasibility study or other studies related to the Site, conditions thereat, and/or the disposal of material in the Quarries and the subsequent effects of such disposal other than voluntary actions by the Indemnatee Parties as provided below.

Costs of Response do not include tort claims for personal injuries, stigma claims, or Natural Resource Damage Claims as that term is defined in the context of CERCLA, or costs incurred by or on behalf of the Indemnatee Parties voluntarily to address contamination at the Site.

7. **Indemnity:** In consideration of the commitment of Indemnatee to pay the Settlement Amount, and contingent on the Indemnatee's payment of the Settlement Amount in accordance with the terms hereof, Indemnitors, jointly and severally, shall defend, hold harmless and indemnify Indemnatee and Indemnatee Parties against all Costs of Response up to the Indemnitor's respective Percentage Responsibility of such costs; provided, however, that: (i) no

Indemnitor shall be liable for more than its respective Percentage Responsibility of any Costs of Response; (ii) the aggregate indemnity obligation to the Indemnatee and/or the Indemnatee Parties hereunder is limited to, and in no event shall exceed, a total of [REDACTED] of Costs of Response; (iii) anything in this Settlement Agreement to the contrary notwithstanding, the obligations of the Indemnitors to the Indemnatee Parties or any of them hereunder shall not encompass, and shall exclude, any obligation to remove any lien running to the benefit of USEPA, PADEP, or any other governmental authority with respect to the Site and burdening any lands presently owned by Indemnatee, provided that the Indemnitors shall be responsible pursuant to this Section 7 to pay any Costs of Response which USEPA, PADEP, or any other such governmental authority may actually be entitled to recover from Indemnatee or any of the Indemnatee Parties which may be secured by such lien; (iv) the indemnity obligations of this Section 7 shall not extend to any lands not owned by Indemnatee on the date hereof; and (v) anything in this Agreement to the contrary notwithstanding, Vesper is not obligated to defend, hold harmless or indemnify Indemnatee or the Indemnatee Parties for Vesper's Percentage Responsibility of any and all Costs of Response which exceed \$12,500,000.00 (including costs already incurred) if Vesper elects, in its sole discretion by written notice to the other parties, not to do so, except to the extent, if any, that Vesper is thereafter finally found, in a proceeding as to which no further appeal may be taken, not to have a successful defense to liability based on the bankruptcy of Alan Wood Steel, including without limitation the discharge of liabilities of Alan Wood Steel relating to its bankruptcy, to a claim by any Indemnatee, any of the Indemnatee Parties or any of the Indemnitors for Costs of Response in excess of what Vesper has then contributed to Site remediation. In the event Vesper elects to assert the position set forth in the preceding sentence, the other Indemnitors shall remain jointly and severally responsible for their

respective indemnity obligations to the Indemnitee and the Indemnitee Parties up to their respective Percentage Responsibilities, but shall not be liable for any additional Costs of Response or other amounts by virtue of such election/action by Vesper. Notwithstanding any judgment of a court, Vesper shall remain responsible for, and shall pay its Percentage Responsibility of, such portion of the first \$12.5 million of Costs of Response as are actually incurred in remediating the Site.

8. **Right of Access:** Indemnitee shall give Indemnitors, Indemnitors' agents, or Indemnitors' designees, reasonable access to and use of property owned by Indemnitee as of the Settlement Date, upon reasonable advance notice of Indemnitors, in order that Indemnitors be able to complete any and all Remediation on the Site, provided that such access does not unreasonably interfere with Indemnitee's use of its property.

9. **Cooperation; Deed Restrictions; Easements.**

(a)(i) Subject to Subsection 9(a)(ii) below, Indemnitee shall cooperate in all reasonable respects with Indemnitors in connection with all negotiations with Governmental Authorities (including Upper Merion Township with respect to any subdivision and land use approvals), provided that Indemnitee shall not be obligated to incur any costs in connection with any such cooperation or to support any action which would adversely impact the ability of Indemnitee to use all or any portion of its property as the same is presently used. Furthermore, subject to Subsection 9(a)(ii) below, Indemnitee shall assent to any plan for the Remediation proposed by Indemnitors to Governmental Authorities and/or courts of competent jurisdiction provided such plan does not result in any costs to Indemnitee or

unreasonably interfere with Indemnitee's ability to use all or any portion of its property as the same is presently used.

(ii) With respect to any zoning or subdivision/land use approvals (collectively, "Approvals") not involving the implementation of any Remediation or the severance of developable land from other lands which Indemnitors or any Governmental Authority (herein defined) may determine are environmentally sensitive, or are unmarketable for environmental reasons, Indemnitee agrees to cooperate in all reasonable respects with the application for any Approvals for any lands presently owned by any of the Indemnitors which are authorized of right under the applicable zoning and subdivision/land development ordinances of Upper Merion Township, provided that any development envisioned in such Approvals is an office development consistent with current uses and architectural styles in Renaissance at Gulph Mills ("Renaissance") and provided such development will not adversely impact the ability of Indemnitee to use all or any portion of its property as the same is presently used, except as otherwise expressly contemplated in this Settlement Agreement. With respect to Approvals not described in the preceding sentence, Indemnitee nevertheless agrees that it will not oppose any such Approvals, provided that any development envisioned in such Approvals satisfies all of the following conditions:

1. The proposed development will not adversely impact the ability of Indemnitee to use all or any portion of its property as the same is presently used, except as otherwise expressly contemplated in this Settlement Agreement;

2. The proposed development will not involve uses other than office uses and/or uses customarily accessory to office uses, as same are authorized of right under then existing zoning and/or subdivision/land development requirements;

3. The proposed development shall not impose any adverse visual impact on Indemnatee's property;

4. The proposed development will not involve any variance or other relief for the encroachment of buildings or improvements on required set-backs from property lines of Indemnatee's property;

5. The proposed development will not involve any variance or other relief from any landscaping, buffering or screening requirements on lands abutting the property lines of Indemnatee's property; and

6. The proposed development will not, either directly or indirectly (such as through relief from applicable dimensional or parking requirements) involve the construction of buildings or improvements of a height in excess of those which would be permitted as of right under applicable zoning and/or subdivision/land development requirements if such relief were not obtained.

(b) (i) As used in this Subsection 9(b) and elsewhere in this Settlement Agreement, the following terms shall have the following meanings:

(A) The term "Governmental Authority" individually, and the term "Governmental Authorities" collectively, shall mean the United States of America, the Commonwealth of Pennsylvania, any local instrumentality of the Commonwealth of Pennsylvania (including without limitation Upper Merion Township), and any governmental body or agency of any of the foregoing, including without limitation USEPA and PADEP;

- (B) The term "Deed Restriction" individually, and the term "Deed Restrictions" collectively shall mean perpetual restrictive covenants, to run with the applicable portion of Indemnatee's property in favor of all Governmental Authorities.
- (C) The term "Recordable Instrument" shall mean an instrument, in form reasonably satisfactory to Indemnatee and Indemnitors and in recordable form for recording in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania and/or any other place of public record.

(ii) Within forty-five (45) days of the execution of this Settlement Agreement by all parties, Indemnatee shall execute and deliver to Indemnitors, a Recordable Instrument imposing the following Deed Restrictions upon the respective applicable portions of Indemnatee's property, as set forth below:

1. A Deed Restriction to prohibit the use of any ground water well upon any portion of Indemnatee's property to supply water for drinking purposes (potable water); and

2. A Deed Restriction to restrict that portion of Indemnatee's property, identified as the "Buffer Zone" on the survey attached hereto as Exhibit B (the "Survey"), located within 1,000 feet of those lands presently owned by Crater, to restrict the use of the Buffer Zone to non-residential uses.

(c) In addition, Indemnatee agrees to grant and convey to Crater Resources, Inc. ("Crater"), for the benefit of Crater and its successors in interest as owners and other occupants of the "Crater Parcel" as identified on the Survey, a perpetual easement appurtenant (the "Basin Easement") over that portion of Indemnatee's property identified on the Survey as the "Basin Easement Area", in the form attached hereto as Exhibit "C". In addition, Indemnatee shall cause the holder of

any mortgage or other liens (other than the lien for real estate taxes and other municipal liens) upon the Basin Easement Area to subordinate all such mortgage or other liens to the Basin Easement as commemorated in such written instrument.

(d) If USEPA or PADEP requires active groundwater treatment as part of the USEPA or PADEP mandated remediation of the Site by Indemnitors, Indemnitors may locate such facilities on Indemnatee's property in the Basin Easement Area on terms and conditions reasonably acceptable to Indemnatee, provided that: (i) such ground water treatment facilities do not interfere with Indemnatee's use and enjoyment of its property; (ii) such groundwater treatment facilities are constructed in a good and workmanlike manner and maintained at all times in good order and repair, at the sole cost of Indemnitors; (iii) the design of said treatment facilities is subject to the approval of Indemnatee, which approval cannot be withheld unreasonably or where withholding such approval would result in a material increase in the costs of construction or operation of the treatment facilities; and (iv) such groundwater treatment facilities do not discharge contaminated substances onto or under Indemnatee's property; other than discharges which meet applicable USEPA or PADEP discharge standards. Notwithstanding the foregoing, Indemnitors will consider, in good faith, locating such treatment facilities elsewhere if this can be accomplished at not added cost to Indemnitors.

(e) Nothing in this Settlement Agreement, including this Section 9, is intended to abrogate or modify the responsibilities of any of the parties hereto pursuant to that certain Access Agreement dated _____ (the "Access

Agreement"), which Access Agreement includes certain rights of access to Indemnatee's property for the benefit of USEPA and certain other Governmental Authorities.

10. **Termination of Litigation:** The parties hereto shall suspend all discovery in the Action against one another. The parties hereto (i.e., the Indemnitors and Indemnitors' Parties, on the one hand, and the Indemnatee and Indemnatee Parties, on the other hand) shall dismiss with prejudice all claims which were asserted against one another in the Action.

11. **Transfer of Quarry #3:** Within a time period of no more than ninety (90) days after either of (i) the delivery of a Prospective Purchase Agreement or the functional equivalent of same, for the benefit of Indemnatee, providing protection against liability under Federal and State environmental laws concerning environmental conditions at the Site identified in the Remedial Investigation for the Site, or (ii) the issuance of an Act 2 release by PADEP and written approval by USEPA of the completion of construction of the remedy required by the ROD for land owned by Crater, Crater shall have an option to require Indemnatee to accept from Crater fee simple title to that portion of the Site identified on the Survey as the "Crater Q3 Land" by presenting a deed for Crater Q3 Land for nominal consideration to Indemnatee, provided that Indemnatee's acceptance of such Deed shall not create any environmental liability of Indemnatee under any applicable regulations, if any, of Upper Merion Township. Crater shall be responsible for obtaining all approvals, at its sole cost and expense, for subdivision of the Crater Q3 Land from the balance of the land owned by Crater in preparation for such conveyance. Indemnatee shall accept title to the Crater Q3 Land subject to the Deed Restrictions, customary

easements and rights of way for public utilities (if any), and to the reservation of easements equivalent to the Basin Easement as set forth in Subsection 9(c) above, provided that Indemnitors shall not locate the actual drainage basin to be constructed pursuant to the Basin Easement within the Crater Q3 Land. Title to the Crater Q3 Land shall be conveyed to Indemnitee in a good and marketable condition and free and clear of all liens, restrictions, agreements and encumbrances, except as expressly set forth above or as otherwise acceptable to Indemnitor in its reasonable discretion. Subject to the conditions contained in the immediate preceding sentence, Indemnitee under all circumstances shall be obligated to accept such title to the Crater Q3 Land in the event that the conditions in clause (i) above are satisfied. In the event that the conditions in clause (i) above are not satisfied but the conditions in clause (ii) above are satisfied, then Indemnitee shall be obligated to accept fee title to the Crater Q3 Land unless Indemnitee, based on substantial and credible written studies or findings prepared by qualified professionals, reasonably believes that acceptance of fee title will create a substantial liability or substantial liability risk for Indemnitee in excess of that which presently exists in light of existing circumstances relating to the Site and also the provisions of this Agreement (including the indemnification obligations to the benefit of Indemnitee as provided herein).

12. Binding Effect. This Settlement Agreement may be submitted to the United States District Court for the Eastern District of Pennsylvania, or to any other court of competent jurisdiction, and may be approved by court order, and shall be binding upon, and enforceable by and against, all of the parties hereto, as well as by any court. This Settlement Agreement may also be recorded by any party hereto in the Office of the Recorder of Deeds in and for

Montgomery County, Pennsylvania, or in any other place of public record. The Indemnitee Parties hereby assign to the Indemnitor Parties the rights of the former for contribution for Costs of Response against any and all other entities.

13. **No Prior Assignment; Authority.** Indemnitee and Indemnitors each represent and warrant to the other that none of them have assigned or sold to any third party any of their claims against Indemnitee, the Indemnitee Parties, Indemnitor, or any of the Indemnitor Parties. The undersigned each represent and warrant that they have full authority to enter into this Settlement Agreement and to perform their respective obligations hereunder.

14. **Notices.** All notices under this Settlement Agreement shall be in writing and shall be given by personal service or by certified mail, return receipt requested, to the party and such party's counsel as is designated below, or to such other person at such other address as any party hereinafter from time to time may designate to the other parties by notice hereunder:

If to Indemnitors:

RAGM Settlement Corp.
Continental Plaza
1004 W. Ninth Avenue
King of Prussia, PA 19406
Attn: H. Donald Pasquale

with required
copies to:

Obermayer Rebmann Maxwell & Hoppel LLP
1617 JFK Blvd., 19th Floor
Philadelphia, PA 19103
Attn: Jeffrey B. Rotwitt, Esquire

Robert B. McKinistry, Jr., Esquire
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street - 51st Floor
Philadelphia, PA 19103-7599

Douglas F. Schleicher, Esquire
Klehr, Harrison, Harvey,
Branzburg & Ellers, LLP
160 S. Broad Street
Philadelphia, PA 19102

William F. Giarla, Esquire
Beazer East, Inc.
One Oxford Center -- Suite 3000
Pittsburgh, PA 15219

If to Indemnitee: Gulph Mills Golf Club
200 Swedeland Road
King of Prussia, PA 19406
Attn: President

with a required copy to: Saul Ewing LLP
Centre Square West
1500 Market St., 38th Floor
Philadelphia, PA 19102
Attn: John F. Stoviak, Esquire

All notices shall be effective upon receipt.

15. **Saving Clause:** Nothing provided herein shall be deemed to change or affect the rights or obligations of the Indemnitors inter se, as set forth in their separate settlement agreement.

16. **Transfer Taxes.** Any and all realty transfer taxes payable as a result of any deed or easement granted pursuant to the terms of this Settlement Agreement shall be the responsibility solely of the Indemnitors, and under no circumstances shall Indemnitee be responsible for any such taxes.

17. **Successors and Assigns.** This Settlement Agreement shall benefit and shall be binding upon each of the parties hereto and its respective successors and assigns.

18. **Execution in Counterparts; Telecopy Signature.** This Settlement Agreement may be executed in counterparts, each of which counterparts shall constitute an original counterpart hereof, but which counterparts together shall constitute the same Agreement. The

delivery by any party hereto of a facsimile or telecopy signature to this Agreement shall have the same legally binding effect as the delivery of an original signature.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Settlement Agreement as of this 9th day of November, 2000.


CURTIS W. JONES
As Secretary
KEYSTONE COKE COMPANY

VESPER CORPORATION

BEAZER EAST, INC.

CRATER RESOURCES, INC.

HAPLOID CORPORATION

SWEDELAND ROAD CORPORATION

RAGM SETTLEMENT CORP.

EACH PARCEL ASIS, INC.

OUT PARCEL, INC.

GULPH MILLS GOLF CLUB

RT OPTION CORPORATION

delivery by any party hereto of a facsimile or telecopy signature to this Agreement shall have the same legally binding effect as the delivery of an original signature.

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KEYSTONE COKE COMPANY



VESPER CORPORATION

BEAZER EAST, INC.

CRATER RESOURCES, INC.

HAPLOID CORPORATION

SWEDELAND ROAD CORPORATION

RAGM SETTLEMENT CORP.

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KEYSTONE COKE COMPANY



BEAZER EAST, INC.

VESPER CORPORATION

CRATER RESOURCES, INC.

HAPLOID CORPORATION

SWEDELAND ROAD CORPORATION

RAGM SETTLEMENT CORP.

EACH PARCEL ASIS, INC.

OUT PARCEL, INC.

GULPH MILLS GOLF CLUB

RT OPTION CORPORATION

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BEAZER EAST, INC.



CRATER RESOURCES, INC.



HAPLOID CORPORATION



SWEDELAND ROAD CORPORATION



RAGM SETTLEMENT CORP.



EACH PARCEL ASIS, INC.



OUT PARCEL, INC.

GULPH MILLS GOLF CLUB



RT OPTION CORPORATION

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KEYSTONE COKE COMPANY

VESPER CORPORATION

BEAZER EAST, INC.

CRATER RESOURCES, INC.

HAPLOID CORPORATION

SWEDELAND ROAD CORPORATION

RAGM SETTLEMENT CORP.

EACH PARCEL ASIS, INC.

OUT PARCEL, INC.

Richard P. Wood

GULPH MILLS GOLF CLUB

RT OPTION CORPORATION

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Settlement Agreement as of this ____ day of _____, 2000.

KEYSTONE COKE COMPANY



VESPER CORPORATION

BEAZER EAST, INC.

CRATER RESOURCES, INC.

HAPLOID CORPORATION

SWEDELAND ROAD CORPORATION

RAGM SETTLEMENT CORP.

EACH PARCEL ASIS, INC.

OUT PARCEL, INC.

GULPH MILLS GOLF CLUB

RT OPTION CORPORATION



APPENDIX A8

Deed Notices for 2201, 2301, 2300, and 2500 Renaissance Blvd.

Prepared by: Brenda Hustis Gotanda, Esquire

Return to: Brenda Hustis Gotanda, Esquire
Manko, Gold, Katcher & Fox, LLP
401 City Avenue
Suite 500
Bala Cynwyd, PA 19004
484-430-2327

Parcel #58-00-15956-05-1

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-15956-05-1 UPPER MERION
2201 RENAISSANCE BLVD
LIBERTY PROPERTY LP
B 054A U 014 L 1 4336 DATE: 02/26/2008

\$5.00
BR
821

DEED MISCELLANEOUS

NOTICE OF SUPERFUND SITE AND USE RESTRICTIONS

For 2201 Renaissance Boulevard,

Upper Merion Township, Montgomery County, Pennsylvania

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This Notice is provided on this 25th day of February, 2008 by LIBERTY PROPERTY LIMITED PARTNERSHIP ("LPLP"), a Pennsylvania limited partnership, and LIBERTY PROPERTY TRUST ("LPT"), a Maryland real estate investment trust, (LPLP and LPT jointly "Liberty") pursuant to the Consent Decree entered by the United States District Court for the Eastern District of Pennsylvania on January 25, 2008 in the matter of *United States v. Liberty Property Limited Partnership and Liberty Property Trust*, Civil Action No. 2:07-cv-05119 (the "CD").

LPLP is the owner of certain real property known as 2201 Renaissance Boulevard in Upper Merion Township, designated as Tax Parcel # 58-00-15956-05-1 and further described in the Legal Description attached hereto as Attachment 1 (the "Property"). LPT is the sole general partner of LPLP.

Notice is hereby provided to all successors-in-title to the Property that the Property is a part of the Crater Resources Superfund Site (the "Site"). The Site was impacted by waste disposal activities associated with an historic coking facility that operated nearby. While no known coking waste disposal activities occurred at the Property, the Property contains a portion of a former sand and gravel quarry (Quarry 4) which may have been impacted by disposal activities at other quarries at the Site. As such, Liberty entered into the CD, which requires partial implementation of the remedy selected by EPA for the Site in the Record of Decision ("ROD") issued on September 27, 2000. In particular, the CD requires Liberty to implement the soil remedy for the Property and Quarry 4. Liberty's obligations under the Unilateral Administrative Order ("UAO") issued by EPA on April 30, 2001, Docket No.: 3-2001-0009 are superseded and terminated by the CD. Other parties to the UAO remain subject to the remediation obligations contained therein, including the requirement to address groundwater.

AR301120

245000

FEB 26 2008



The CD also includes provisions that require Liberty to refrain from using the Property in any manner that would interfere with, obstruct, or disturb the implementation, integrity or protectiveness of the remedial measures to be performed pursuant to the CD. These use limitations include, but are not limited to, the following: (a) no installation of new groundwater wells or use of existing wells other than to implement the remedy; (b) no use for any residential purposes; and (c) no disturbance of the surface of the land, other than to implement the remedy, without seeking prior written approval by EPA at least 30 days in advance of the disturbance, or such shorter period as is agreed to by EPA, and Liberty's receipt of such approval; provided, however, the foregoing shall not apply if: (i) required for implementation of the remedial measures under the CD, (ii) determined by EPA to no longer be necessary, or (iii) with respect to (b) and (c) only, if the Property is remediated to levels which EPA determines meet risk-based cleanup criteria permitting unlimited use and unrestricted exposure. The foregoing restrictions (1) constitute a covenant running with the land and bind any future holders of an interest in the Property, (2) cannot be modified except as set forth in the CD, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of the Property.

LIBERTY PROPERTY LIMITED PARTNERSHIP

By Liberty Property Trust, its sole general partner

By: James J. Bowes

Title: JAMES J. BOWES
SECRETARY, GENERAL COUNSEL

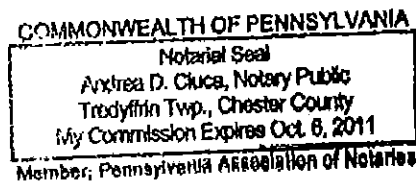
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER)

On this the 25th day of February, 2008, before me Andrea D. Ciuca, a notary public, the undersigned officer, personally appeared James J. Bowes, who acknowledged himself/herself to be the Secretary / General Counsel of Liberty Property Trust, a Maryland real estate investment trust, the sole general partner of Liberty Property Limited Partnership, a Pennsylvania limited partnership, and that he/she as such Secretary / General Counsel, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the partnership by himself/herself as Secretary / General Counsel.

In witness whereof, I hereunto set my hand and official seals.

AD
Notary Public



AR301121

245000



Attachment 1

Legal Description for 2201 Renaissance Boulevard

ALL THAT CERTAIN parcel of land **SITUATE** in Upper Merion Township, Montgomery County, Pennsylvania, being shown as Lot 1 on Subdivision Plan for 2301 Renaissance Blvd. made for Liberty Property Trust dated August 4, 1999 and last revised November 3, 2000 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows: **BEGINNING** at a corner in common of Lots 1 and 2 on the southerly right of way line of Renaissance Boulevard, variable width, said beginning point being measured the following five (5) courses and distances from the northerly corner in common of Lot 2 and lands now or late of Crater Resources, Inc.: (1) North 75 degrees 15 minutes 00 seconds East 25.47 feet to a point of curvature; (2) along a curve to the left having a radius of 895.28 feet, an arc length of 287.77 feet, and a chord bearing North 66 degrees 02 minutes 30 seconds East 286.53 feet to a point of tangency; (3) North 56 degrees 50 minutes 00 seconds East 337.64 feet to a point of curvature; (4) along a curve to the right having a radius of 648.57 feet, an arc length of 345.25 feet, and a chord bearing North 72 degrees 05 minutes 00 seconds East 341.19 feet to a point of tangency; (5) North 87 degrees 20 minutes 00 seconds East 214.88 feet to the point of beginning; thence from the point of beginning, along said right of way line, the following six (6) courses and distances: (1) North 87 degrees 20 minutes 00 seconds East 17.91 feet to a point of curvature; (2) along a curve to the right having a radius of 739.84 feet, an arc length of 233.10 feet, and a chord bearing South 83 degrees 38 minutes 26 seconds East 232.14 feet to a point of compound curvature; (3) along a curve to the right having a radius of 699.91 feet, an arc length of 506.32 feet, and a chord bearing South 53 degrees 53 minutes 27 seconds East 495.35 feet to a point of tangency; (4) South 33 degrees 10 minutes 00 seconds East 151.10 feet to a point of curvature; (5) along a curve to the left having a radius of 347.94 feet, an arc length of 197.87 feet, and a chord bearing South 49 degrees 27 minutes 30 seconds East 195.21 feet to a point of tangency; (6) South 65 degrees 45 minutes 00 seconds East 15.28 feet to a corner of these and lands now or late of Out Parcels, Inc.; thence along said lands of Out Parcels, Inc., the following two (2) courses and distances: (1) leaving said right of way line, South 47 degrees 28 minutes 00 seconds West 320.58 feet; (2) South 12 degrees 18 minutes 00 seconds East 230.05 feet to a corner of lands now or late of Gulph Mills Golf Club; thence along said lands, the following two



(2) courses and distances: (1) North 87 degrees 27 minutes 33 seconds West 283.68 feet; (2) South 84 degrees 44 minutes 04 seconds West 443.68 feet to a corner of lands now or late of Crater Resources, Inc.; thence along said lands, North 05 degrees 15 minutes 56 seconds West 150.00 feet to a corner of Lot 2; thence along Lot 2, the following five (5) courses and distances: (1) North 16 degrees 28 minutes 44 seconds East 342.54 feet; (2) North 23 degrees 21 minutes 00 seconds West 75.00 feet; (3) North 00 degrees 48 minutes 00 seconds West 191.97 feet; (4) North 33 degrees 10 minutes 00 seconds West 52.30 feet; (5) North 00 degrees 48 minutes 00 seconds West 263.67 feet to the point of beginning; and **CONTAINING** 15.014 acres of land, be the same, more or less.

AR301123

245000





Prepared by: Brenda Hustis Gotanda, Esquire

Return to: Brenda Hustis Gotanda, Esquire
Manko, Gold, Katcher & Fox, LLP
401 City Avenue
Suite 500
Bala Cynwyd, PA 19004
484-430-2327

Parcel #58-00-18603-01-4

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-18603-01-4 UPPER MERION
2301 RENAISSANCE BLVD
LIBERTY PROPERTY LP
B 054A U 016 L 2 4336 DATE: 02/26/2008

\$5.00

DEED MISCELLANEOUS

NOTICE OF SUPERFUND SITE AND USE RESTRICTIONS
For 2301 Renaissance Boulevard,
Upper Merion Township, Montgomery County, Pennsylvania

This Notice is provided on this 25th day of February, 2008 by LIBERTY PROPERTY LIMITED PARTNERSHIP ("LPLP"), a Pennsylvania limited partnership, and LIBERTY PROPERTY TRUST ("LPT"), a Maryland real estate investment trust, (LPLP and LPT jointly "Liberty") pursuant to the Consent Decree entered by the United States District Court for the Eastern District of Pennsylvania on January 25, 2008 in the matter of *United States v. Liberty Property Limited Partnership and Liberty Property Trust*, Civil Action No. 2:07-cv-05119 (the "CD").

LPLP is the owner of certain real property known as 2301 Renaissance Boulevard in Upper Merion Township, designated as Tax Parcel # 58-00-18603-01-4 and further described in the Legal Description attached hereto as Attachment 1 (the "Property"). LPT is the sole general partner of LPLP.

Notice is hereby provided to all successors-in-title to the Property that the Property is a part of the Crater Resources Superfund Site (the "Site"). The Site was impacted by waste disposal activities associated with an historic coking facility that operated nearby. EPA selected a remedy for the Site in the Record of Decision ("ROD") issued on September 27, 2000. The CD requires partial implementation of the remedy selected in the ROD by Liberty. In particular, the CD requires Liberty to implement the soil remedy at the Property. The CD supercedes and terminates Liberty's obligations under the Unilateral Administrative Order ("UAO") issued by EPA on April 30, 2001, Docket No.: 3-2001-0009 ("UAO"). Other parties to the UAO remain subject to the remediation obligations contained therein.

No known coking waste disposal activities occurred at the Property, however, a portion of the former pipeline used for the historic transport of coking wastes traversed a portion of the Property en route to waste disposal quarries at other locations. Liberty remediated the pipeline and impacted soils on the Property in coordination with the U.S. Environmental Protection

AR301125

245100

eCertified copy of recorded # 2008017987 (page 2 of 4)



FEB 26 2008

LY:

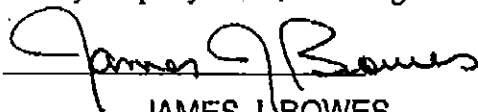
Agency ("EPA"). Post-remediation soil sampling by Liberty showed remaining soils at the Property meet Pennsylvania Act 2 (35 P.S. § 6026.101 et seq.) non-residential statewide health standards. EPA has reviewed and accepted Liberty's soil remediation, as confirmed in the CD. Liberty also removed a discrete area of cinder/slag/fill material at the Property pursuant to requirements of the UAO and received a Certification of Completion from EPA for that work in 2003.

The CD also includes provisions that require Liberty to refrain from using the Property in any manner that would interfere with, obstruct, or disturb the implementation, integrity or protectiveness of the remedial measures to be performed pursuant to the CD. These use limitations include, but are not limited to, the following: (a) no installation of new groundwater wells or use of existing wells other than to implement the remedy; (b) no use for any residential purposes; and (c) no disturbance of the surface of the land, other than to implement the remedy, without seeking prior written approval by EPA at least 30 days in advance of the disturbance, or such shorter period as is agreed to by EPA, and Liberty's receipt of such approval; provided, however, the foregoing shall not apply if: (i) required for implementation of the remedial measures under the CD, (ii) determined by EPA to no longer be necessary, or (iii) with respect to (b) and (c) only, if the Property is remediated to levels which EPA determines meet risk-based cleanup criteria permitting unlimited use and unrestricted exposure. The foregoing restrictions (1) constitute a covenant running with the land and bind any future holders of an interest in the Property, (2) cannot be modified except as set forth in the CD, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of the Property.

LIBERTY PROPERTY LIMITED PARTNERSHIP

By Liberty Property Trust, its sole general partner

By:



JAMES J. BOWES


Title: ~~SECRETARY, GENERAL COUNSEL~~

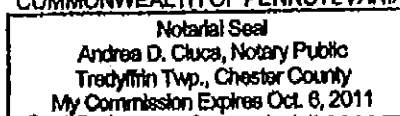
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER)

On this the 25th day of February, 2008, before me Andrea D. Ciuca, a notary public, the undersigned officer, personally appeared James J. Bowes, who acknowledged himself/herself to be the Secretary / General Counsel of Liberty Property Trust, a Maryland real estate investment trust, the sole general partner of Liberty Property Limited Partnership, a Pennsylvania limited partnership, and that he/she as such Secretary / General Counsel, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the partnership by himself/herself as Secretary / General Counsel.

In witness whereof, I hereunto set my hand and official seals.


Notary Public
COMMONWEALTH OF PENNSYLVANIA



AR301126

245100

Member, Pennsylvania Association of Notaries
Montgomery County Recorder of Deeds



Attachment 1

Legal Description for 2301 Renaissance Boulevard

ALL THAT CERTAIN parcel of land **SITUATE** in Upper Merion Township, Montgomery County, Pennsylvania, being shown as Lot 2 on Subdivision Plan for 2301 Renaissance Blvd. made for Liberty Property Trust dated August 4, 1999 and last revised November 3, 2000 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows: **BEGINNING** at a corner in common of these and lands now or late of Crater Resources, Inc. on the southerly right of way line of Renaissance Boulevard, variable width; thence from the point of beginning, along said right of way line, the following five (5) courses and distances: (1) North 75 degrees 15 minutes 00 seconds East 25.47 feet to a point of curvature; (2) along a curve to the left having a radius of 895.28 feet, an arc length of 287.77 feet, and a chord bearing North 66 degrees 02 minutes 30 seconds East 286.53 feet to a point of tangency; (3) North 56 degrees 50 minutes 00 seconds East 337.64 feet to a point of curvature; (4) along a curve to the right having a radius of 648.57 feet, an arc length of 345.25 feet, and a chord bearing North 72 degrees 05 minutes 00 seconds East 341.19 feet to a point of tangency; (5) North 87 degrees 20 minutes 00 seconds East 214.88 feet to a corner of Lot 1; thence along Lot 1, the following five (5) courses and distances: (1) leaving said right of way line, South 00 degrees 48 minutes 00 seconds East 263.67 feet; (2) South 33 degrees 10 minutes 00 seconds East 52.30 feet; (3) South 00 degrees 48 minutes 00 seconds East 191.97 feet; (4) South 23 degrees 21 minutes 00 seconds East 75.00 feet; (5) South 16 degrees 28 minutes 44 seconds West 342.54 feet to a corner of other lands now or late of Crater Resources, Inc.; thence along the same, the following two (2) courses and distances: (1) North 73 degrees 35 minutes 00 seconds West 676.74 feet; (2) South 79 degrees 55 minutes 55 seconds West 295.81 feet to a corner of the aforesaid lands of Crater Resources, Inc.; thence along said lands, North 22 degrees 02 minutes 49 seconds West 361.05 feet to the point of beginning; and **CONTAINING** 15.554 acres of land, be the same, more or less.

AR301127

245100

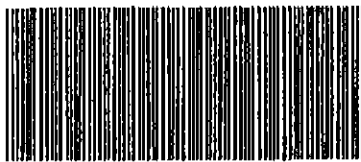


RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets - Suite 303
P.O. Box 311 - Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869



DEED BK 5683 PG 01467 to 01469
INSTRUMENT # : 2008017988
RECORDED DATE: 02/26/2008 12:55:49 PM



0274203-00071

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 3

Document Type: Deed Miscellaneous
Document Date: 02/25/2008
Reference Info: LIBERTY PROP LTD

Transaction #: 205947 - 4 Doc(s)
Document Page Count: 2
Operator Id: qbrown

RETURN TO: (Mail)
BRENDA HUSTIS GOTANDA
401 CITY AVE
STE 500
BALA CYNWYD, PA 19004

SUBMITTED BY:
BRENDA HUSTIS GOTANDA
401 CITY AVE
STE 500
BALA CYNWYD, PA 19004

* PROPERTY DATA:

Parcel ID #: 58-00-16956-32-1
Address: 2300 RENAISSANCE BLVD

PA

Municipality:
School District:

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$33.50
Total: \$33.50

DEED BK 5683 PG 01467 to 01469
Recorded Date: 02/26/2008 12:55:49 PM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



Prepared by: Brenda Hustis Gotanda, Esquire

Return to: Brenda Hustis Gotanda, Esquire
Manko, Gold, Katcher & Fox, LLP
401 City Avenue
Suite 500
Bala Cynwyd, PA 19004
484-430-2327

Parcel #58-00-15956-32-1

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-15956-32-1 UPPER MERION
2300 RENAISSANCE BLVD
LIBERTY PROPERTY LP
B 054A U 012 L 4 4325 DATE: 02/26/2008

\$5.00

BR
24

DEED MISCELLANEOUS

NOTICE OF SUPERFUND SITE AND USE RESTRICTIONS

For 2300 Renaissance Boulevard,

Upper Merion Township, Montgomery County, Pennsylvania

This Notice is provided on this 25th day of February, 2008 by LIBERTY PROPERTY LIMITED PARTNERSHIP ("LPLP"), a Pennsylvania limited partnership, and LIBERTY PROPERTY TRUST ("LPT"), a Maryland real estate investment trust, (LPLP and LPT jointly "Liberty") pursuant to the Consent Decree entered by the United States District Court for the Eastern District of Pennsylvania on January 25, 2008 in the matter of *United States v. Liberty Property Limited Partnership and Liberty Property Trust*, Civil Action No. 2:07-cv-05119 (the "CD").

LPLP is the owner of certain real property known as 2300 Renaissance Boulevard in Upper Merion Township, designated as Tax Parcel # 58-00-15956-32-1, (the "Property"). LPT is the sole general partner of LPLP.

Notice is hereby provided to all successors-in-title to the Property that the Property is a part of the Crater Resources Superfund Site (the "Site"). The Site was impacted by waste disposal activities associated with an historic coking facility that operated nearby. EPA selected a remedy for the Site in the Record of Decision ("ROD") issued on September 27, 2000. The CD requires partial implementation of the remedy selected in the ROD by Liberty. In particular, the CD requires Liberty to implement the soil remedy at the Property.

No known coking waste disposal activities occurred at the Property, however, a portion of the former pipeline used for the historic transport of coking wastes traversed a portion of the Property en route to waste disposal quarries at other locations. Liberty remediated the pipeline and impacted soils on the Property in coordination with the U.S. Environmental Protection Agency ("EPA"). Post-remediation soil sampling by Liberty showed remaining soils at the Property meet Pennsylvania Act 2 (35 P.S. § 6026.101 et seq.) non-residential statewide health standards. EPA has reviewed and accepted Liberty's soil remediation, as confirmed in the CD.

FEB 28 2008

AR301129

245124

EY:



The CD also includes provisions that require Liberty to refrain from using the Property in any manner that would interfere with, obstruct, or disturb the implementation, integrity or protectiveness of the remedial measures to be performed pursuant to the CD. These use limitations include, but are not limited to, the following: (a) no installation of new groundwater wells or use of existing wells other than to implement the remedy; (b) no use for any residential purposes; and (c) no disturbance of the surface of the land, other than to implement the remedy, without seeking prior written approval by EPA at least 30 days in advance of the disturbance, or such shorter period as is agreed to by EPA, and Liberty's receipt of such approval; provided, however, the foregoing shall not apply if: (i) required for implementation of the remedial measures under the CD, (ii) determined by EPA to no longer be necessary, or (iii) with respect to (b) and (c) only, if the Property is remediated to levels which EPA determines meet risk-based cleanup criteria permitting unlimited use and unrestricted exposure. The foregoing restrictions (1) constitute a covenant running with the land and bind any future holders of an interest in the Property, (2) cannot be modified except as set forth in the CD, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of the Property.

LIBERTY PROPERTY LIMITED PARTNERSHIP

By Liberty Property Trust, its sole general partner

By: James J. Bowes

Title: JAMES J. BOWES
SECRETARY, GENERAL COUNSEL

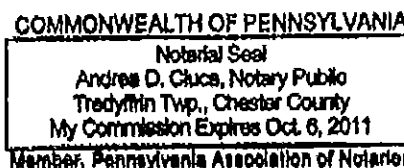
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER)

On this the 25th day of February, 2008, before me Andrea D. Ciuca, a notary public, the undersigned officer, personally appeared James J. Bowes, who acknowledged himself/herself to be the Secretary / General Counsel of Liberty Property Trust, a Maryland real estate investment trust, the sole general partner of Liberty Property Limited Partnership, a Pennsylvania limited partnership, and that he/she as such Secretary / General Counsel, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the partnership by himself/herself as Secretary / General Counsel.

In witness whereof, I hereunto set my hand and official seals.

Andrea D. Ciuca
Notary Public



AR301130

245124



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets - Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 - Fax: (610) 278-3869



DEED BK 5683 PG 01455 to 01457
INSTRUMENT # : 2008017985
RECORDED DATE: 02/26/2008 12:55:46 PM



0274196-00065

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 3

Document Type: Deed Miscellaneous
Document Date: 02/25/2008
Reference Info: LIBERTY PROP LTD

Transaction #: 205947 - 4 Doc(s)
Document Page Count: 2
Operator Id: gbrown

RETURN TO: (Mail)
BRENDA HUSTIS GOTANDA
401 CITY AVE
STE 500
BALA CYNWYD, PA 19004

SUBMITTED BY:
BRENDA HUSTIS GOTANDA
401 CITY AVE
STE 500
BALA CYNWYD, PA 19004

* PROPERTY DATA:

Parcel ID #: 58-00-15956-31-2
Address: 2500 RENAISSANCE BLVD

PA

Municipality:
School District:

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$33.50
Total: \$33.50

DEED BK 5683 PG 01455 to 01457
Recorded Date: 02/26/2008 12:55:46 PM

I hereby CERTIFY that
this document is
recorded in the
Recorder of Deeds
Office in Montgomery
County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



Prepared by: Brenda Hustis Gotanda, Esquire

Return to: Brenda Hustis Gotanda, Esquire
Manko, Gold, Katcher & Fox, LLP
401 City Avenue
Suite 500
Bala Cynwyd, PA 19004
484-430-2327

Parcel #58-00-15956-31-2

DEED MISCELLANEOUS

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
58-00-15956-31-2 UPPER MERION
2500 RENAISSANCE BLVD
LIBERTY PROPERTY LP
B 054A U 011 L 3 4325 DATE 02/26/2008

\$5.00

OR

1/2

NOTICE OF SUPERFUND SITE AND USE RESTRICTIONS
For 2500 Renaissance Boulevard,
Upper Merion Township, Montgomery County, Pennsylvania

This Notice is provided on this 25th day of February, 2008 by LIBERTY PROPERTY LIMITED PARTNERSHIP ("LPLP"), a Pennsylvania limited partnership, and LIBERTY PROPERTY TRUST ("LPT"), a Maryland real estate investment trust, (LPLP and LPT jointly "Liberty") pursuant to the Consent Decree entered by the United States District Court for the Eastern District of Pennsylvania on January 25, 2008 in the matter of *United States v. Liberty Property Limited Partnership and Liberty Property Trust*, Civil Action No. 2:07-cv-05119 (the "CD").

LPLP is the owner of certain real property known as 2500 Renaissance Boulevard in Upper Merion Township, designated as Tax Parcel # 58-00-15956-31-2 and further described in the Legal Description attached hereto as Attachment 1 (the "Property"). LPT is the sole general partner of LPLP.

Notice is hereby provided to all successors-in-title to the Property that the Property is a part of the Crater Resources Superfund Site (the "Site"). The Site was impacted by waste disposal activities associated with a historic coking facility that operated nearby. EPA selected a remedy for the Site in the Record of Decision ("ROD") issued on September 27, 2000. The CD requires partial implementation of the remedy selected in the ROD by Liberty. In particular, the CD requires Liberty to implement the soil remedy at the Property.

No known coking waste disposal activities occurred at the Property, however, a portion of the former pipeline used for the historic transport of coking wastes traversed a portion of the Property en route to waste disposal quarries at other locations. Liberty remediated the pipeline and impacted soils on the Property in coordination with the U.S. Environmental Protection Agency ("EPA"). Post-remediation soil sampling by Liberty showed remaining soils at the Property meet Pennsylvania Act 2 (35 P.S. § 6026.101 et seq.) non-residential statewide health standards. EPA has reviewed and accepted Liberty's soil remediation, as confirmed in the CD.

AR301132

245130



The CD also includes provisions that require Liberty to refrain from using the Property in any manner that would interfere with, obstruct, or disturb the implementation, integrity or protectiveness of the remedial measures to be performed pursuant to the CD. These use limitations include, but are not limited to, the following: (a) no installation of new groundwater wells or use of existing wells other than to implement the remedy; (b) no use for any residential purposes; and (c) no disturbance of the surface of the land, other than to implement the remedy, without seeking prior written approval by EPA at least 30 days in advance of the disturbance, or such shorter period as is agreed to by EPA, and Liberty's receipt of such approval; provided, however, the foregoing shall not apply if: (i) required for implementation of the remedial measures under the CD, (ii) determined by EPA to no longer be necessary, or (iii) with respect to (b) and (c) only, if the Property is remediated to levels which EPA determines meet risk-based cleanup criteria permitting unlimited use and unrestricted exposure. The foregoing restrictions (1) constitute a covenant running with the land and bind any future holders of an interest in the Property, (2) cannot be modified except as set forth in the CD, (3) shall be enforceable by Liberty, its successors and assigns, and (4) shall be included in all future deeds for conveyance or transfer of the Property.

LIBERTY PROPERTY LIMITED PARTNERSHIP

By Liberty Property Trust, its sole general partner

By: James J. Bowes
JAMES J. BOWES

Title: SECRETARY, GENERAL COUNSEL

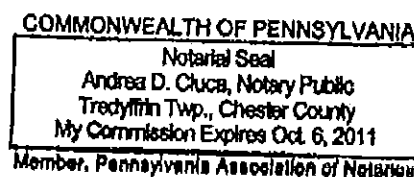
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CHESTER)

On this the 25th day of February, 2008, before me Andrea D. Ciuca, a notary public, the undersigned officer, personally appeared James J. Bowes, who acknowledged himself/herself to be the Secretary / General Counsel of Liberty Property Trust, a Maryland real estate investment trust, the sole general partner of Liberty Property Limited Partnership, a Pennsylvania limited partnership, and that he/she as such Secretary / General Counsel, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the partnership by himself/herself as Secretary / General Counsel.

In witness whereof, I hereunto set my hand and official seals.

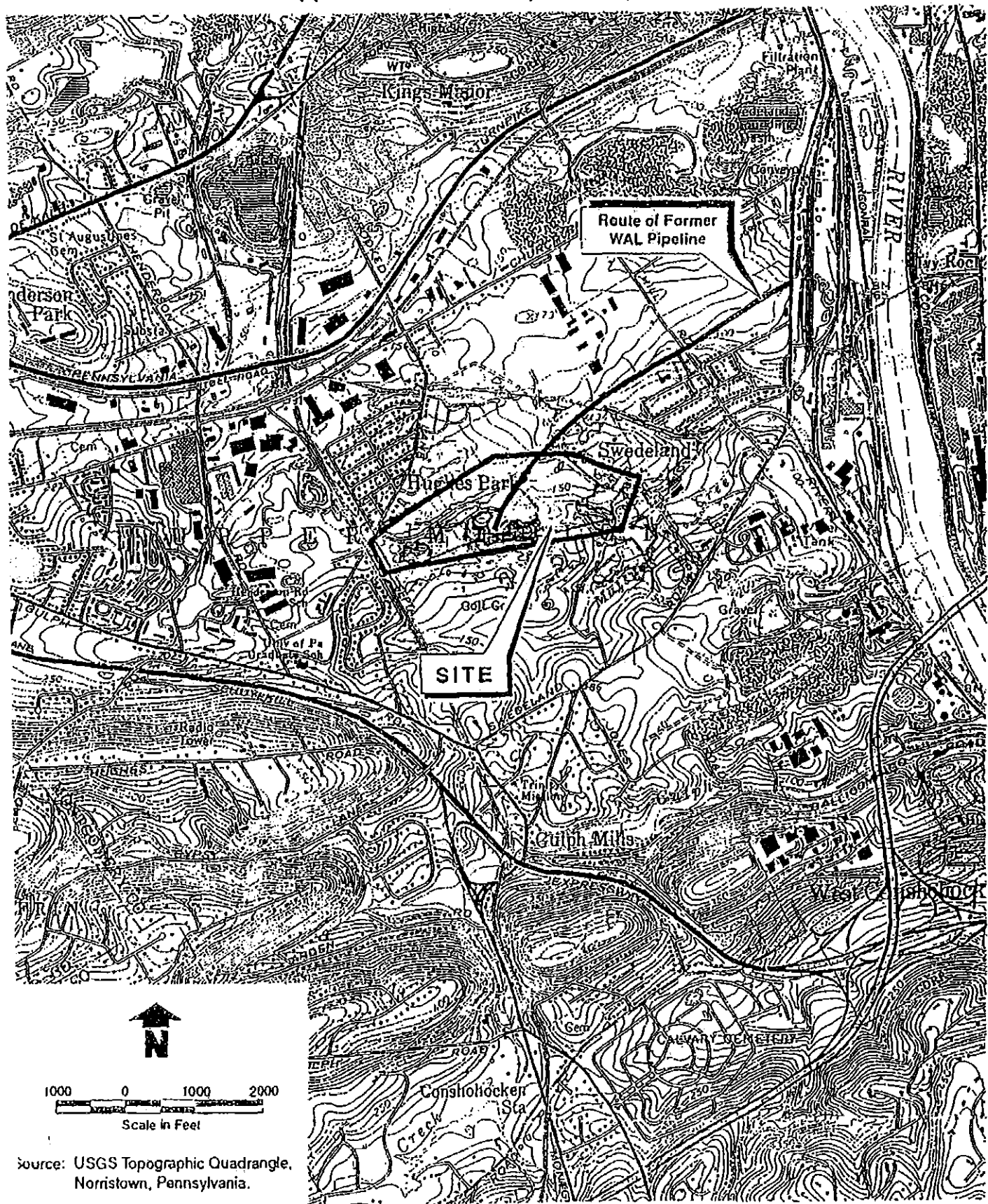
Andrea D. Ciuca
Notary Public



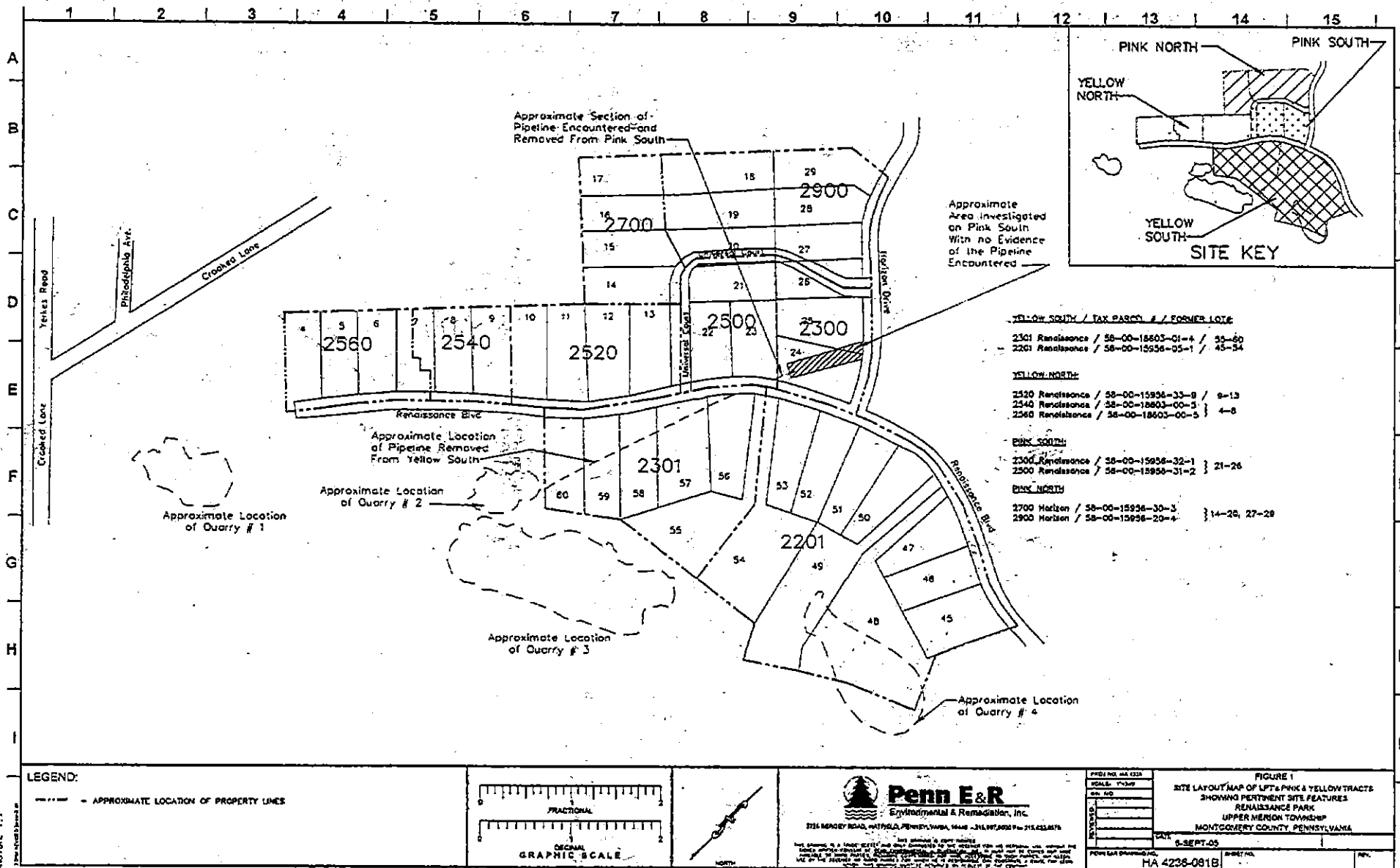
AR301133
245130



Figure 1
 Site Location Map
 Crater Resources Site
 Upper Merion Township, Pennsylvania



Source: USGS Topographic Quadrangle,
 Norristown, Pennsylvania.



APPENDIX A9

Access Agreements between the Group and Liberty Properties, and
between the GMGC and Liberty properties

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2006 by and among the responding members of the Crater Resources Cooperating Respondent Group (the "Group") and Liberty Property Limited Partnership and Liberty Property Trust (collectively "Liberty").

WHEREAS, Liberty is the owner of certain real property located in Upper Merion Township, Montgomery County, Pennsylvania identified as the Yellow Property, the Pink Property, and the Crystal Property, the descriptions of which are attached hereto as Attachment A (collectively the "Property");

WHEREAS, the Property is used as an office park and contains office buildings occupied by tenants of Liberty who expect to maintain a professional working environment at these locations;

WHEREAS, the Group is comprised of Beazer East, Inc.; Keystone Coke Company; and Vesper LLC;

WHEREAS, the United States Environmental Protection Agency ("EPA") issued an Administrative Order for Remedial Design and Remedial Action ("AO"), Docket Number 3-2001-0009 on April 30, 2001 pertaining to the Crater Resources Superfund Site (the "Site");

WHEREAS, the AO requires the Group to perform certain activities at the Site and on nearby properties, including groundwater monitoring at wells located on the Property;

WHEREAS, Section VIII of the AO requires the Group to obtain access to property where access is needed to implement the AO;

WHEREAS, Section VIII of the AO requires Liberty to provide access to the Group for the purpose of conducting activities related to the AO;

WHEREAS, Liberty has agreed to grant the Group reasonable access to the Property to perform the Work as set forth in this Agreement;

WHEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Liberty and the Group, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Liberty hereby grants to the Group and EPA and the Pennsylvania Department of Environmental Protection ("PADEP") and their respective authorized representatives, employees, agents, consultants, and contractors (collectively, the "Entrants") the right to enter at reasonable times upon the Property for the purpose of performing groundwater monitoring required by the AO (the "Work"); provided that (i) advance notice is given in accordance with Section 2 below, (ii) the Entrants avoid unreasonable interference with or disturbance of the operations and activities of Liberty

and its tenants at the Property, and (iii) the Group complies with all other terms of this Agreement. The Property is currently being used for professional offices and, as such, the Group and its authorized representatives, employees, agents, consultants, and contractors shall respect and endeavor to maintain the professional environment at the Property while present on the Property consistent with completing the Work. No Entrant may enter any building or parking deck/garage present on the Property unless access to such building or parking structure is necessary and the Group obtains express written authorization from Liberty or its counsel prior to any entry.

2. Access Notice

2.1 The Group shall provide five (5) calendar days advance written notice to Liberty of a request for access ("Notice") before any entry on to the Property under this Agreement. Such Notice shall describe the activities to be undertaken on the Property during the requested period of access and shall be sent to the following:

James J. Mazzarelli, Jr.
Senior Vice President
Liberty Property Trust
500 Chesterfield Parkway
Malvern, PA 19355
Fax: (610) 644-4129
Phone: (610) 648-1757
E-mail: jmazzarelli@libertyproperty.com

and

James J. Bowes, Esquire
Secretary and General Counsel
Liberty Property Trust
500 Chesterfield Parkway
Malvern, PA 19355
Fax: (610) 644-2175
Phone: (610) 648-1715
E-mail: jbowes@libertyproperty.com

Liberty may change its designated recipients for Notice by providing written notification of the change to the Group's Project Coordinator identified in Section 2.2 below.

2.2 The Group's Notice shall be delivered via U.S. Mail, facsimile, e-mail or overnight delivery. The Notice shall be deemed to be provided to Liberty upon receipt by the Group of a U.S. mail return receipt, fax confirmation, e-mail return receipt, overnight mail confirmation or other similar confirmation or receipt, provided that such Notice complies with the requirements set forth in this Agreement. Access will then be permitted at the time requested unless Liberty responds to the Notice and advises that access cannot be granted at the time requested and states the specific reason for the denial. In such event, access will not be

Work. The Group shall provide to Liberty, upon request and at Liberty's expense, a split of any samples obtained from the Property.

5. Wells

5.1 To the extent that it is necessary for the Group to install any new groundwater monitoring wells on the Property, the Group shall advise Liberty of its proposed location(s) for each new monitoring well to ensure, to the extent possible, that the placement of such monitoring well does not interfere with Liberty's development plans, activities or use of the Property (including aesthetics). If Liberty advises the Group that the proposed locations of any monitoring well will interfere with Liberty's development plans, activities or use of the Property, and if there is an alternative location for such monitoring well which is acceptable to EPA, the Group shall place such monitoring well in the alternative location. Liberty and the Group shall conduct the consultation required under this paragraph in a cooperative and efficient manner so as not to unreasonably delay the Work.

5.2 Each well shall be capped, locked and covered. If wells are to be installed in an area that Liberty identifies in writing to the Group as likely to be subject to future construction activities, the area around each such well shall be clearly marked by concrete posts or other measures so as to minimize the potential for damage or injury to the well or construction equipment or personnel during Liberty's construction activities at the Property. Liberty shall be responsible for damage to wells caused by its construction or other activities. Upon completion of Liberty's construction activities at the Property and written request from Liberty, the Group shall convert any non-flush-mounted well located in a developed area to a flush-mounted well. If the Group believes that flush-mounting is impractical for a particular well, it shall discuss the reasons therefore with Liberty and the parties shall cooperate to address the concerns of the Group.

6. The Group shall take reasonable measures while conducting the Work to ensure that unsafe conditions are not created and, if created, that they are not maintained on or at the Property. Liberty shall take reasonable measures to ensure that it does not create unsafe working conditions for the conduct of the Group's Work and, if created, that they are not maintained on or at the Property.

7. The Group shall restore the Property to its original condition following completion of the Work and shall properly close all monitoring wells it installed on the Property; provided, however, that the Group shall not be required to remove or close any monitoring wells if those wells may reasonably be required or needed for remediation and/or future monitoring of the Property or the Site.

8. The Group is expressly prohibited from using any part of the Property as a staging, storage, maintenance, or decontamination area, or as a route of ingress or egress to other properties or in any other way using the Property for any purpose, other than as specifically set

forth in Paragraph 1 above, without Liberty's specific prior written approval. The Group shall not dispose of any waste materials on the Property, but shall remove and properly dispose of all waste materials that it generates in accordance with applicable legal requirements.

9. The Group agrees to provide Liberty with copies of all documents, information, data, reports, and Work Plans which it provides to EPA or PADEP related to the Work on the Property, no less than seven (7) calendar days in advance of submission to EPA or PADEP. Comments submitted by Liberty to the Group during its review of the foregoing will be incorporated as deemed appropriate, and in the sole discretion of, the Group; however Liberty retains the right to submit comments on the foregoing independently to EPA and PADEP. The Group shall also provide Liberty with a copy of all documents, information, data, reports, and Work Plans related to the Work as submitted to EPA or PADEP, concurrently with such submission to the agencies. The Group shall provide Liberty with prompt notice of EPA and PADEP approvals of, or modification to, the Group's submissions; provided, however, that, with respect to Work Plans, the Group shall also provide Liberty with such notice prior to accessing the Property under this Agreement to perform the Work covered by the Work Plans.

10. Contractors, Etc.

10.1 The Group's contractors, subcontractors, and others who access the Property pursuant to this Agreement shall be acceptable to EPA under the AO, and shall, at all times during any access to the Property under this Agreement, maintain at their own expense insurance coverage of the type and amounts required by the AO or, if desired by the Group, such other insurance as is acceptable to EPA and to Liberty. In addition, those who perform any activity involving the disturbance of the ground or groundwater shall also maintain at their own expense at all times during access to the Property pollution legal liability insurance of not less than \$5 million per occurrence/aggregate. Liberty shall be added as an additional named insured to all insurance policies required under this Agreement and such insurance shall be primary without the right of contribution of any insurance carried by Liberty. The Group shall provide Liberty with evidence of the required insurance prior to entry onto the Property under this Agreement. The Group shall provide thirty (30) days prior written notice to Liberty in the event of cancellation, expiration, or a material modification of the insurance policies relied upon to satisfy the insurance requirements of this Agreement.

10.2 In the event that any persons or entities who perform Work pursuant to this Agreement shall file a mechanic's lien or claim for mechanic's lien (collectively, a "ML Claim") against all or any portion of the Property, the Group shall indemnify, defend, and hold harmless Liberty from and against any and all costs, claims, demands, losses, suits, damages and expenses resulting from the filing of any ML Claim as part of the Group's indemnification obligations under Paragraph 11 of this Agreement.

11. The members of the Group shall indemnify, defend and hold Liberty harmless from and against any and all costs, claims, demands, losses, suits, damages and expenses of any description ("Claim"), including, without limitation, court costs and reasonable attorneys' fees incurred by Liberty in connection therewith, arising from any injuries or damages to persons or

property resulting from any negligent acts or omissions or willful misconduct of the Group or the Group's contractors arising from the use or enjoyment of the rights granted herein (but not including consequential damages or lost profits), or for any fines or penalties imposed by any government authority related to the Group or its contractors while on the Property. The Group, on behalf of itself and its contractors, reserves the right to defend any and all Claims contemplated by this paragraph, with counsel reasonably acceptable to Liberty. The members of the Group do not agree to indemnify, defend, or hold Liberty harmless to the extent any Claim or cause of action (a) is attributable to the negligent or wrongful acts or omissions of Liberty, or (b) arises out of the condition of the Property prior to the commencement of the Work. The members of the Group and Liberty agree that should Liberty seek access to property from the Group or any member(s) of the Group, then any written access agreement granting such access shall include, but shall not extend, an obligation by Liberty to indemnify, defend and hold harmless the Group or the members of the Group to the same extent as the obligation by those parties to indemnify, defend and hold Liberty harmless in this paragraph.

12. Liberty shall comply with the land use restrictions set forth in Section VIII.A.2. of the AO, which require that Liberty refrain from using the Property in any manner that would interfere with or adversely affect the integrity or protectiveness of the response actions to be implemented pursuant to the AO, for any purpose which might interfere with, obstruct, or disturb the performance, support, or supervision of the Work, including any operation and maintenance activities, taken pursuant to the AO or with the Group's exercise of any rights granted to the Group herein. Unless otherwise required for implementation of the Work under the AO or otherwise determined to be necessary by EPA, Liberty agrees that it shall not install or use new groundwater wells or any existing groundwater wells, and that it shall not disturb the surface of the land in any impacted areas at the Site, by filling, drilling, excavation, removal of topsoil, rocks or minerals, or change in the topography of the land without at least thirty (30) days prior written approval from EPA. The parties acknowledge that Liberty has ongoing development and construction activities at the Yellow Property which are not prohibited by this Agreement. Liberty shall cooperate with the Group, as reasonably necessary, in obtaining any necessary governmental permits or approvals in connection with the Work; provided that Liberty shall not be obligated hereby to incur any costs (other than internal costs) in connection with any such cooperation and that Liberty shall not be obligated to support any action which would adversely impact the ability of Liberty to use all or any portion of the Property pursuant to current or planned future use except as required of Liberty by the AO, EPA or PADEP in accordance with applicable legal requirements.

13. This Agreement shall terminate at the earlier of: (a) the date upon which the Group satisfies its obligations to EPA under the AO with respect to the Property and the EPA certifies that the Work at the Property has been completed and the terms of the AO have been satisfied at the Property; or (b) the Group's material breach, after notice and reasonable opportunity and failure to substantially cure, of any obligations imposed upon it by this Agreement. The Group may terminate this Agreement at any earlier time upon notice to Liberty. The obligation to indemnify Liberty, under Paragraph 11 of this Agreement, and the obligation to restore the Property, set forth in Paragraph 7 of this Agreement, shall survive termination of this Agreement and shall be fully enforceable at law or in equity in any Court of competent jurisdiction during the life of this Agreement as well as after its termination.

14. This Agreement shall be binding upon Liberty and the Group and their respective successors and assigns and upon any entity to which Liberty transfers interest in or control over the Property; however, the access rights given by Liberty under this Agreement are not assignable or transferable except upon Liberty's written consent.

15. Liberty shall notify the Group at least thirty (30) days prior to any conveyance of any fee interest in the Property. It is expressly understood that notice shall not be required for leases or for conveyances of interest in connection with financing. All notifications under this paragraph shall be sent by certified mail return receipt requested. The notification shall be sent to the Project Coordinator at the address identified in Section 2.2 (or to any other address which the Group designates later).

16. This Agreement does not create any estate, easement or other property right in favor of the Group in the Property. It is expressly agreed and understood that this Agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever. Liberty has the absolute, complete and unimpeded right to deal with its Property as any other party with fee simple title, except that Liberty has granted access to the Group pursuant to the terms of this Agreement and agrees to the other terms and conditions set forth in this Agreement. Liberty will, during the term of this Agreement make reasonable efforts to minimize any interference that its activities may cause with the performance of Work or with the exercise of the rights granted to the Group under this Agreement.

17. This Agreement is executed solely to enable the Group to comply with the terms of the AO. Nothing in this Agreement shall be construed as an admission by Liberty or by the Group of any fact or of liability with respect to the Property or the Site.

18. This Agreement may be modified by the parties only by express written agreement of Liberty and the Group. This writing constitutes the full and entire agreement of the parties regarding the subject matter hereof.

19. This Agreement may be signed in counterparts.

LIBERTY PROPERTY LIMITED
PARTNERSHIP

KEYSTONE COKE COMPANY

By: Liberty Property Trust, its general partner

By: James J. Bowes
Title: JAMES J. BOWES
GENERAL COUNSEL

By: [Signature]
Title: Secretary

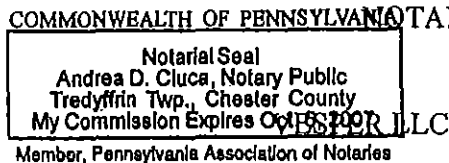
Sworn to and subscribed before me this
22nd day of May, 2005-6

AD Li
NOTARY PUBLIC

Sworn to and subscribed before me this
24th day of February, 2005-6

Dawn Marie Foreman
NOTARY PUBLIC

BEAZER EAST, INC.



By: _____
Title: _____

By: _____
Title: _____

Sworn to and subscribed before me this
____ day of _____, 2005

NOTARY PUBLIC

Sworn to and subscribed before me this
____ day of _____, 2005

NOTARY PUBLIC

19. This Agreement may be signed in counterparts.

LIBERTY PROPERTY LIMITED
PARTNERSHIP

KEYSTONE COKE COMPANY

By: Liberty Property Trust, its general partner

By: _____

By: _____

Title: _____

Title: _____

Sworn to and subscribed before me this
____ day of _____, 2005

Sworn to and subscribed before me this
____ day of _____, 2005

NOTARY PUBLIC

NOTARY PUBLIC

BEAZER EAST, INC.

VESPER LLC

By: _____

By: *Richard F. Hill*

Title: _____

Title: Chairman and CEO

Sworn to and subscribed before me this
____ day of _____, 2005

Sworn to and subscribed before me this
7th day of February, 2005-2006

NOTARY PUBLIC

Kathleen Dunn
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kathleen Dunn, Notary Public
Newtown Twp., Delaware County
My Commission Expires Dec. 6, 2008
Member, Pennsylvania Association Of Notaries

19. This Agreement may be signed in counterparts.

LIBERTY PROPERTY LIMITED
PARTNERSHIP

KEYSTONE COKE COMPANY

By: Liberty Property Trust, its general partner

By: _____

By: _____

Title: _____

Title: _____

Sworn to and subscribed before me this
_____ day of _____, 2005

Sworn to and subscribed before me this
_____ day of _____, 2005

NOTARY PUBLIC

NOTARY PUBLIC

BEAZER EAST, INC.

VESPER LLC

By: *g/H Charles*

By: _____

Title: *Assistant Secretary*

Title: _____

Sworn to and subscribed before me this
14th day of FEBRUARY, 2005 2006

Sworn to and subscribed before me this
_____ day of _____, 2005

Joan S. Gilardi
NOTARY PUBLIC

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joan S. Gilardi, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Apr. 7, 2009
Member, Pennsylvania Association of Notaries

19. This Agreement may be signed in counterparts.

LIBERTY PROPERTY LIMITED
PARTNERSHIP

KEYSTONE COKE COMPANY

By: Liberty Property Trust, its general partner

By: James J. Bowes
Title: JAMES J. BOWES
GENERAL COUNSEL

By: _____
Title: _____

Sworn to and subscribed before me this
22nd day of May, 2005

Sworn to and subscribed before me this
____ day of _____, 2005

AD
NOTARY PUBLIC

NOTARY PUBLIC

BEAZER EAST, INC.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Andrea D. Cluca, Notary Public
Tredyffrin Twp., Chester County, PA
My Commission Expires Oct. 6, 2007
Member, Pennsylvania Association of Notaries

By: _____
Title: _____

By: _____
Title: _____

Sworn to and subscribed before me this
____ day of _____, 2005

Sworn to and subscribed before me this
____ day of _____, 2005

NOTARY PUBLIC

NOTARY PUBLIC

Attachment A
Properties Owned by Liberty

Property	Tax Parcel Numbers
Yellow Property (2201 Renaissance Boulevard) (2301 Renaissance Boulevard)	58-00-15956-05-1 58-00-15956-06-9
Pink Property (2300 Renaissance Boulevard)	58-00-15956-321
Crystal Property (2100 Renaissance Boulevard)	58-00-15986-70-5

MANKO | GOLD | KATCHER | FOX LLP

AN ENVIRONMENTAL LAW PRACTICE

JOSEPH M. MANKO
MARC E. GOLD
BRUCE S. KATCHER**
NEIL S. WITKES*
MICHAEL M. MELOY
ROBERT D. FOX
JILL HYMAN KAPLAN
JONATHAN E. RINDE*
JOHN F. GULLACE*
BART E. CASSIDY*
BRENDA HUSTIS GOTANDA*
JONATHAN H. SPERGEL*
RODD W. BENDER*
CAROL F. MCCABE*
LYNN ROSNER RAUCH
ADAM H. CUTLER
TODD D. KANTORCZYK
NICOLE R. MOSHANG*
MICHAEL C. GROSS*
KATHLEEN B. CAMPBELL*
MEREDITH DUBARRY HUSTON*
BRIDGET L. DORFMAN*
BRETT SLENSKY*
KATHERINE L. VACCARO*
MATTHEW C. SULLIVAN*

TECHNICAL CONSULTANTS
DARRYL D. BORRELLI
MICHAEL C. NINES

401 CITY AVENUE
SUITE 500
BALA CYNWYD, PA 19004
484 430 5700 TEL
484 430 5711 FAX
WWW.MGKFLAW.COM
WWW.MGKFBROWNFIELDS.COM

CHERRY HILL, NJ
PHILADELPHIA, PA

*ADMITTED IN NJ AND PA
*PARTNER RESPONSIBLE FOR NJ
OTHER ATTORNEYS ADMITTED IN PA ONLY

April 8, 2008

Via E-mail and U.S. Mail

Ronald A. Sarachan, Esquire
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19013

Re: Liberty - PRP Group Access Agreement Addendum

Dear Ron:

Enclosed please find an original Addendum to Access Agreement, executed by Liberty, which amends the May 2006 Access Agreement between Liberty and the PRP Group. Please forward to me original signatures for the remainder of the parties to the agreement. We will need to receive these prior to any entry by the Group onto the Parcel (2520 Renaissance Boulevard). Thank you.

Sincerely,



Brenda Hustis Gotanda
For MANKO, GOLD, KATCHER & FOX, LLP

BHG/amm/10103-00027

Enclosure

cc: James J. Bowes, Esquire (w/encl.) (via e-mail)

273958

AR301148



ADDENDUM TO ACCESS AGREEMENT

THIS ADDENDUM TO ACCESS AGREEMENT ("Addendum") is entered into this 2nd day of April, 2008 by and among the responding members of the Crater Resources Cooperating Respondent Group (the "Group") and Liberty Property Limited Partnership and Liberty Property Trust (collectively "Liberty").

WHEREAS, the Group and Liberty entered into an Access Agreement in May 2006 ("Agreement") to permit designated Entrants to enter certain Property to perform specified Work associated with groundwater monitoring in accordance with terms and conditions set forth in the Agreement;

WHEREAS, one of the locations at which the Group plans to perform the Work is at 2520 Renaissance Boulevard, Parcel # 58-00-15956-33-9, Tax map # 54A-013 ("Parcel"), and Parcel is not included in the Agreement;

WHEREAS, Liberty has agreed to grant the Group reasonable access to Parcel to perform Work as set forth in the Agreement;

WHEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Liberty and the Group, intending to be legally bound, agree as follows:

1. The Property as defined in the Agreement shall be deemed to include the Parcel. All the terms and conditions set forth in the Agreement shall apply with equal force to access granted by Liberty to the Parcel.
2. This Addendum may be signed in counterparts.

LIBERTY PROPERTY LIMITED PARTNERSHIP

By: Liberty Property Trust, its general partner

By: James J. Bowes

Title: JAMES J. BOWES
SECRETARY, GENERAL COUNSEL

BEAZER EAST, INC.

By: _____

Title: _____

KEYSTONE COKE COMPANY

By: _____

Title: _____

VESPER LLC

By: _____

Title: _____

ADDENDUM TO ACCESS AGREEMENT

THIS ADDENDUM TO ACCESS AGREEMENT ("Addendum") is entered into this _____ day of April, 2008 by and among the responding members of the Crater Resources Cooperating Respondent Group (the "Group") and Liberty Property Limited Partnership and Liberty Property Trust (collectively "Liberty").

WHEREAS, the Group and Liberty entered into an Access Agreement in May 2006 ("Agreement") to permit designated Entrants to enter certain Property to perform specified Work associated with groundwater monitoring in accordance with terms and conditions set forth in the Agreement;

WHEREAS, one of the locations at which the Group plans to perform the Work is at 2520 Renaissance Boulevard, Parcel # 58-00-15956-33-9, Tax map # 54A-013 ("Parcel"), and Parcel is not included in the Agreement;

WHEREAS, Liberty has agreed to grant the Group reasonable access to Parcel to perform Work as set forth in the Agreement;

WHEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Liberty and the Group, intending to be legally bound, agree as follows:

1. The Property as defined in the Agreement shall be deemed to include the Parcel. All the terms and conditions set forth in the Agreement shall apply with equal force to access granted by Liberty to the Parcel.
2. This Addendum may be signed in counterparts.

LIBERTY PROPERTY LIMITED PARTNERSHIP
By: Liberty Property Trust, its general partner

By: _____

Title: _____

KEYSTONE COKE COMPANY

By: _____

Title: Secretary

BEAZER EAST, INC.

By: _____

Title: _____

VESPER LLC

By: _____

Title: _____

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is entered into this 9th day of August, 2002, by and among Liberty Property Limited Partnership and Liberty Property Trust (collectively, "Liberty") and the Gulph Mills Golf Club ("GMGC").

WHEREAS, GMGC is the owner of real property, identified as Tax Parcel No. 58-00-18604-004, located in Montgomery County, Pennsylvania (the "Property"), which may contain a portion of a former sand and gravel quarry ("Quarry 4");

WHEREAS, Liberty is the owner of property located adjacent to the Property in Montgomery County, Pennsylvania, which also contains a portion of Quarry 4;

WHEREAS, the United States Environmental Protection Agency ("EPA") issued an Administrative Order for Remedial Design and Remedial Action ("AO"), Docket Number 3-2001-0009 on April 30, 2001, pertaining to the Crater Resources Superfund Site (the "Site");

WHEREAS, Paragraph VI.H of the AO requires Liberty to perform certain activities at the Site pursuant to a work plan to be submitted by Liberty to EPA ("Work Plan"), including, in particular, to undertake remediation of Quarry 4;

WHEREAS, the remediation of Quarry 4 may involve either the implementation of a Pennsylvania residual waste landfill cap or, if Liberty can demonstrate through groundwater monitoring that Quarry 4 meets the requirements for waiver of cap, the implementation of a soil cover layer in accordance with Pennsylvania residual waste landfill regulations;

WHEREAS, Paragraph VIII of the AO requires that Liberty use its best efforts to obtain a site access and land use restriction agreement from any party who owns or controls property at the Site and at which access is needed to implement work required by the AO;

WHEREAS, Liberty desires access to the portion of the Property identified on Exhibit "A" hereto (the "Access Area"), so that Liberty or its independent contractors may perform all "Work" (as defined in the AO) required of Liberty by the AO on and at the Access Area;

WHEREAS Liberty is also engaged in negotiations with EPA to convert its obligations under the AO into obligations under a settlement agreement with EPA and to otherwise resolve its liability at the Site;

WHEREAS all references to the AO set forth in this Agreement shall be construed to be references to a future settlement agreement between EPA and Liberty, rather than the AO, to the extent that such a future settlement agreement is achieved; and

WHEREAS, GMGC has agreed to grant Liberty access to the Access Area to perform the Work as set forth in this Agreement.

In consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Liberty and GMGC, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, GMGC hereby grants to Liberty and EPA and the Pennsylvania Department of Environmental Protection ("PADEP") and their respective authorized representatives, employees, agents, consultants, and contractors the right, irrevocable during the term of this Agreement, to enter upon the Access Area (shown on Exhibit A) at all reasonable times for the purpose of taking all actions necessary to perform and/or monitor the Work, including, without limitation, to verify any data or information submitted to EPA or PADEP, to conduct investigations relating to contamination at or near the Site, to obtain samples, to assess the need for, plan, or implement additional response actions at or near the Site, to assess compliance with the AO, and to determine whether the Access Area is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, and any and all other activities necessary and incidental or related to the Work. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not authorize Liberty, EPA or PADEP, or their respective authorized representatives, employees, agents, consultants or contractors, to enter or use in any way any other part of the Property, including for ingress or egress to the Access Area. Use of, or access to any portions of the Property, other than the Access Area in accordance with this Agreement, shall be prohibited, unless express prior written authorization is obtained from GMGC.

2. Simultaneously with Liberty's submission to EPA, PADEP or any other governmental authority of work plans or other plans or specifications for all or any part of the Work to be performed on or at the Access Area, Liberty shall provide the same to GMGC. All of the Work performed at the Access Area by Liberty shall be performed in accordance with such work plans, plans and specifications at no cost to GMGC and shall comply with the AO and with all applicable requirements of EPA, PADEP and any other federal, state or local governmental authority having jurisdiction over the Access Area. Nothing in this Agreement imposes an obligation on GMGC to maintain the improvements. All contractors, subcontractors and other persons or entities performing any work or activities pursuant to this Agreement shall be acceptable to EPA under the AO and shall satisfy the insurance requirements of the AO. Proof of insurance shall be provided to GMGC prior to the commencement of any such work or activities. Liberty will use good faith efforts to obtain from its contractors and subcontractors, prior to their entry on the Property under this Agreement, a waiver of any and all rights to file any mechanics lien against the Property with respect to their work and activities. In the event that Liberty is unable to obtain such waiver from any contractor or subcontractor, then in the event that any of those persons or entities who perform Work or other activities pursuant to this Agreement shall file a mechanic's lien or claim for mechanic's lien or other related notice or claim (collectively, a "ML Claim") against all or any portion of the Property, Liberty shall indemnify and hold harmless GMGC from and against any and all loss, cost, expense or damage resulting from the filing of any ML Claim as part of Liberty's indemnification obligations under Paragraph 4 of this Agreement. No contractor, subcontractor, or other person or entity acting by or on behalf of Liberty shall have the right to enter the Access Area without giving GMGC at least five (5) calendar days advance written notice of such entry, except in instances involving an emergency or the need for emergency repairs or replacement, in which event no such notice shall be required; provided, however, in such instances, the person or entity seeking such entry shall

diligently attempt to orally notify GMGC simultaneously with such entry. GMGC and its agents, employees or representatives shall have the right at all times, at GMGC's option, to accompany any such contractor, subcontractor, or other person or entity entering the Access Area pursuant to this Agreement. Written notice shall be sent to the following:

John F. Stoviak, Esquire
Saul Ewing LLP
3800 Centre Square West
Philadelphia, PA 19102
215-972-1095
215-972-1921
jstoviak@saul.com

and

Harrison H. Clement, Jr.
Infocore, Inc.
661 Moore Road
Suite 110
King of Prussia, PA 19406
610-768-5200
610-768-5238
hclement@infocore.com

Oral notification shall be made to Mike Smith at 610-828-0253.

3. Liberty and others who access the Access Area pursuant to this Agreement shall avoid unreasonable interference with or disturbance of the operations and activities of GMGC at the Property. Notwithstanding anything contained in this Agreement to the contrary, no activities conducted upon the Access Area pursuant to this Agreement and no requirements of this Agreement shall adversely impact the ability of GMGC to use all or any portion of the Property as the same is presently used, other than the Access Area as expressly set forth in this Agreement. If GMGC believes that any activities under the Agreement are having such an adverse impact, GMGC shall promptly notify Liberty's representative identified in Paragraph 7 of this Agreement and both Liberty and GMGC shall cooperate in identifying a reasonable method for completing the work in a manner which avoids the adverse impact to GMGC. Promptly following completion of the Work on the Access Area, Liberty shall restore the Access Area consistent with its original condition, except that capped or covered areas will comply with the requirements of the AO. Liberty shall not be required to remove or close any monitoring wells, if those wells may be required or useful in connection with possible remediation and/or future monitoring of the Access Area or the Site.

4. Liberty shall indemnify, defend and hold GMGC harmless from and against any and all costs, claims, demands, losses, suits, damages and expenses of any description arising from the use or enjoyment of the rights granted herein, including, without limitation, court costs and reasonable attorneys' fees incurred by GMGC in connection therewith. Liberty does not agree to indemnify, to defend, or to hold GMGC harmless for any of the

foregoing to the extent (a) attributable to the negligent or wrongful acts or omissions of GMGC, or (b) arising out of the condition of the Property prior to the commencement of the Work on the Access Area.

5. GMGC shall refrain from using the Access Area in any manner that would interfere with or adversely affect the integrity or protectiveness of the response actions to be implemented pursuant to the AO, for any purpose which might interfere with, obstruct, or disturb the performance, support, or supervision of the Work in the Access Area, including any operation and maintenance activities, taken pursuant to the AO or with Liberty's exercise of any rights granted to Liberty herein. In particular, GMGC agrees that it shall not install or use, in the Access Area, new ground water wells or any existing ground water wells, and that it shall not disturb the surface of the Access Area by filling, drilling, excavation, removal of topsoil, rocks, or minerals, or change the topography of the Access Area without at least thirty (30) days' prior written approval from EPA. GMGC shall cooperate in all reasonable respects with Liberty in obtaining any necessary governmental permits or approvals in connection with the Work in the Access Area, provided that GMGC shall not be obligated hereby to incur any costs in connection with any such cooperation or to support any action which would adversely impact the ability of GMGC to use all or any portion of the Property as the same presently is used, other than the Access Area as expressly set forth in this Agreement.

6. This Agreement shall terminate when Liberty satisfies its obligations to EPA under the AO with respect to the Access Area and EPA certifies that the Work on the Access Area has been completed and the terms of the AO have been complied with. Liberty may terminate this Agreement at any earlier time upon notice to GMGC; provided, however, that the obligation to indemnify GMGC, under Paragraph 4 of this Agreement shall survive termination of this Agreement and shall be fully enforceable at law or in equity in any court of competent jurisdiction during the life of this Agreement as well as after its termination.

7. GMGC shall comply with the notice provisions of Section XVI of the AO and shall provide Liberty with a copy of any such notice. It is expressly understood that notice shall not be required for leases or for conveyances of interest in connection with financing. All notifications under this paragraph shall be sent by certified mail return receipt requested. The notifications shall be sent to the following address (or to any other address which Liberty later designates):

Bruce Hartlein, Vice President
Liberty Property Trust
125 Witmer Road
Horsham, PA 19044
Phone: 215-682-0617
Fax: 215-442-0246

8. This Agreement shall be binding upon Liberty and GMGC and their respective successors and assigns.

9. It is expressly agreed and understood that this Agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under

any circumstances whatsoever. GMGC has the absolute, complete, and unimpeded right to deal with the Property as any other party with fee simple title, except that GMGC and its successors and assigns shall, during the term of this Agreement, in no way interfere with the integrity of any water wells, excavation or sampling areas, or remedial devices constructed or brought onto the Access Area by Liberty, its employees, agents, or contractors, subject to the terms of this Agreement. So long as Liberty complies with all of its obligations under this Agreement, GMGC also expressly agrees not to interfere with the rights of EPA and Liberty, their employees, agents, or contractors, to access the Access Area, to utilize and monitor said wells, excavation or sampling areas, and remedial devices and to conduct other work necessary, incidental, or related thereto and shall permit the activity or conduct otherwise allowed hereby.

10. This Agreement is executed solely to enable Liberty to comply with the terms of the AO. Nothing in this Agreement shall be construed as an admission by Liberty or by GMGC of any fact or of liability with respect to the Property or the Site.

11. This Agreement may be modified by the parties only by express written agreement of Liberty and GMGC. This writing constitutes the full and entire agreement of the parties regarding the subject matter hereof.

12. This Agreement may be signed in counterparts.

LIBERTY PROPERTY LIMITED
PARTNERSHIP

By: [Signature]

Title: Vice President

LIBERTY PROPERTY TRUST

By: [Signature]

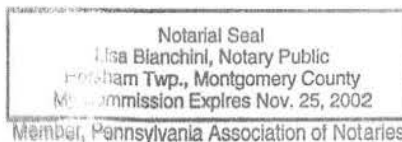
Title: Vice President

Sworn to and subscribed before me this
24th day of July, 2002

[Signature]
NOTARY PUBLIC

Sworn to and subscribed before me
this 24th day of July, 2002

[Signature]
NOTARY PUBLIC



GULPH MILLS GOLF CLUB

By: Russell L. Etherington

Title: PRESIDENT

Sworn to and subscribed before me this
9 day of August, 2002

H B Stefero
NOTARY PUBLIC

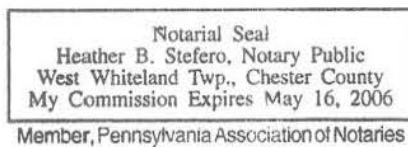
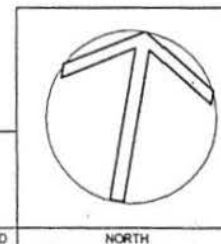
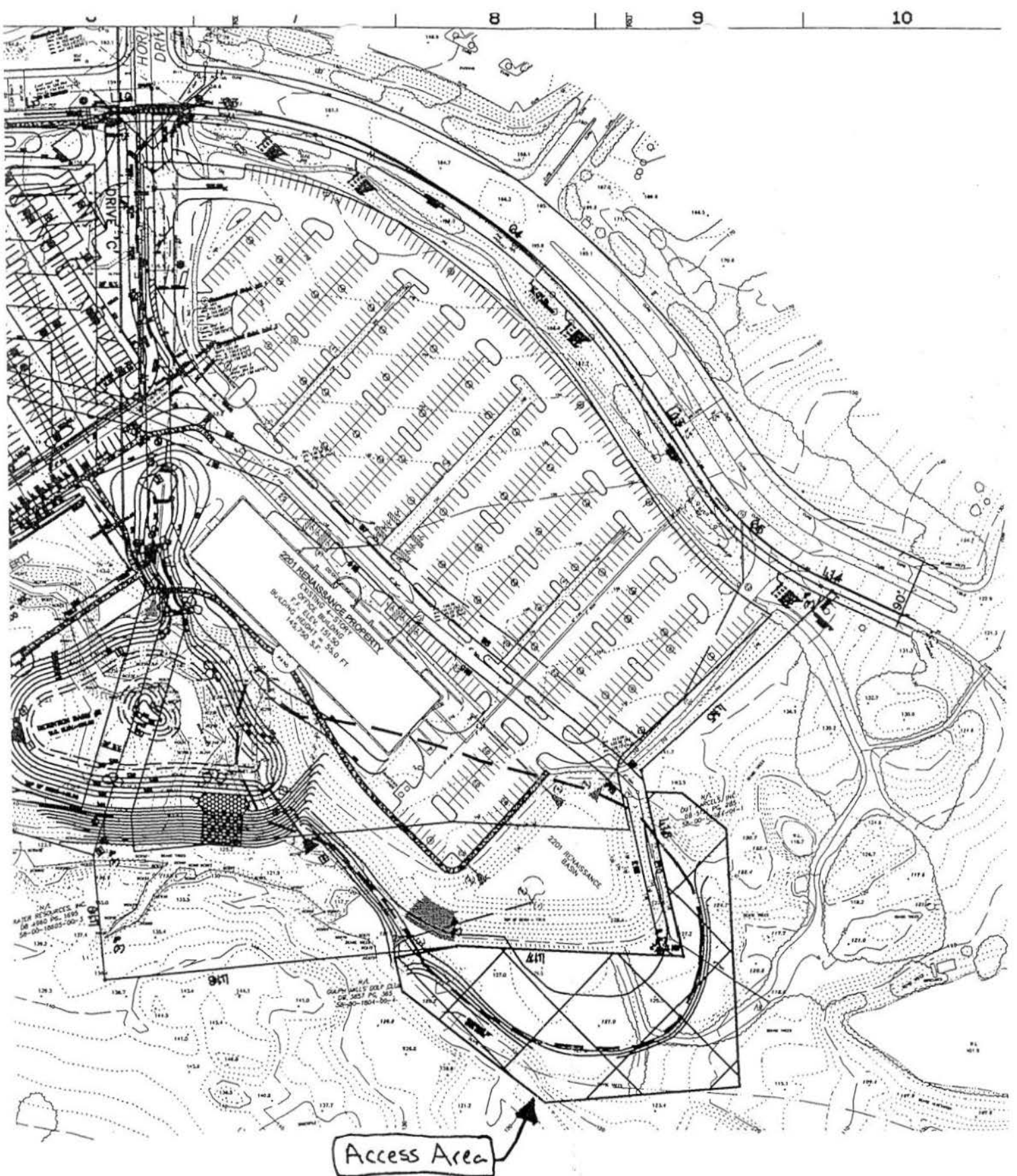


EXHIBIT A



Penn E&R

Environmental & Remediation, Inc.

2755 BERGEY ROAD, HATFIELD, PENNSYLVANIA, 19440 - 215.997.9000 Fax 215.822.8375

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PROJ NO.-4236

SCALE- 1"=150'

BY- JMR

REVIEWED

APPROVED

28-JUNE-02

DATE

PENN EAR DRAWING NO.

4236-ACCESS

FIGURE NO.

REV.

FIGURE 5-2
SITE LAYOUT MAP FOR 2201/2301
RENAISSANCE BOULEVARD SHOWING
THE OFF-SITE ACCESS
AREAS FOR QUARRY No.4

AR301158